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NEO4J, INC. and NEO4J SWEDEN AB

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

NEO4J, INC., a Delaware corporation, and
NEO4J SWEDEN AB, a Swedish
corporation,

Plaintiffs,

v.

GRAPH FOUNDATION, INC., an Ohio
corporation, GRAPHGRID, INC., an Ohio
corporation, and ATOMRAIN INC., a
Nevada corporation,

Defendants.

CASE NO. 5:19-cv-06226-EJD

**FIRST AMENDED COMPLAINT FOR: (1)
TRADEMARK INFRINGEMENT; (2)
FALSE ADVERTISING AND FALSE
DESIGNATION OF ORIGIN; (3)
FEDERAL AND STATE UNFAIR
COMPETITION; (4) VIOLATIONS OF
THE DMCA; AND (5) BREACH OF
LICENSE AGREEMENT**

DEMAND FOR JURY TRIAL

Plaintiffs Neo4j, Inc. (“Neo4j USA”) and Neo4j Sweden AB (“Neo4j Sweden”) hereby
bring the present action against Defendants Graph Foundation, Inc., GraphGrid, Inc., and
AtomRain Inc. (collectively “Defendants”), and alleges as follows:

NATURE OF ACTION

1. This is an action for damages and injunctive relief arising out of Defendants’
infringement of Neo4j USA’s registered trademarks, acts amounting to unfair competition under

1 the Lanham Act and California's Unfair Competition Law, as well as Defendants' violations of
2 the Digital Millennium Copyright Act.

3 **THE PARTIES**

4 2. Neo4j USA is a corporation organized under the laws of the State of Delaware
5 with its principal place of business in San Mateo, California. Neo4j USA originally incorporated
6 as Neo Technology, Inc. and then changed its name to Neo4j, Inc. in or about July 2017. Neo4j
7 USA is the company behind the number one graph platform for connected data, marketed and
8 sold under the trademark Neo4j®. The Neo4j® graph database platform helps organizations
9 make sense of their data by revealing how people, processes and digital systems are interrelated.
10 This connections-first approach powers intelligent applications tackling challenges such as
11 artificial intelligence, fraud detection, real-time recommendations and master data.

12 3. Neo4j USA boasts the world's largest dedicated investment in native graph
13 technology. It has more than 300 commercial customers, including global enterprises like
14 Comcast, Cisco, eBay, and UBS use the Neo4j® graph database platform to create a competitive
15 advantage from connections in their data. Neo4j USA also does substantial business with
16 government agencies, including a number of agencies within the United States Government.

17 4. Neo4j Sweden is a Swedish corporation, having its principal place of business at
18 Nordenskiöldsgatan 24, 6th Floor, 211 19 Malmö, Sweden, and is a wholly owned subsidiary of
19 Neo4j USA. Neo4j Sweden is the owner of all copyrights related to the Neo4j® graph database
20 platform, including the source code, and has licensed said copyrights to Neo4j USA in connection
21 with the making, use, creation of derivative works, sale, offer to sell, importation, performance,
22 display, reproduction and distribution of the copyrighted material, and the sublicensing of such
23 rights in the United States.

24 5. Plaintiffs are informed and believe, and thereon allege, that Defendant Graph
25 Foundation, Inc. ("GFI") is a corporation that is incorporated in Ohio and has its principal place
26 of business at 111 S. Buckeye St., Suite LL1 Wooster, Ohio. Plaintiffs are informed and believe,
27 and based thereon allege, that GFI purports to be a not for profit corporation and open source
28 software development company that offers graph platform software, ONgDB, which competes

1 with the Neo4j® graph database platform. A true and correct copy of a printout from the Internal
2 Revenue Service's Tax Exempt Organization Search reflecting GFI's current status and principal
3 place of business is attached hereto as **Exhibit 1**.

4 6. Plaintiffs are informed and believe, and based thereon allege, that GFI was
5 conceived of and formed by John Mark Suhy, Bradley Nussbaum and Benjamin Nussbaum. A
6 true and correct copy of a page from GFI's website as of September 24, 2019 identifying its
7 original board of directors reflecting its founders is attached hereto as **Exhibit 2**. Plaintiffs are
8 further informed and believe, and thereon allege, that Bradley Nussbaum and Benjamin
9 Nussbaum (collectively the "Nussbaums") are current directors of GFI, and Bradley Nussbaum is
10 the President of GFI and Benjamin Nussbaum is the Vice President of GFI. A true and correct
11 copy of a page of GFI's website as of June 9, 2020 identifying the Nussbaums as such officers
12 and directors of GFI is attached hereto as **Exhibit 3**. Plaintiffs are further informed and believe,
13 and thereon allege, that Bradley Nussbaum and Benjamin Nussbaum (collectively the
14 "Nussbaums") are current directors of GFI, and Bradley Nussbaum is the President of GFI and
15 Benjamin Nussbaum is the Vice President of GFI.

16 7. Plaintiffs are informed and believe, and based thereon allege, that GraphGrid, Inc.
17 ("GraphGrid") is an Ohio corporation and has its principal place of business at 111 S. Buckeye
18 St., Suite LL1, Wooster, Ohio. Plaintiffs are informed and believe, and based thereon allege, that
19 GraphGrid was formed by the Nussbaums. Plaintiffs are further informed and believe, and
20 thereon allege, that the Nussbaums are current directors of GraphGrid, and Bradley Nussbaum is
21 the President and Chief Executive Officer of GraphGrid and Benjamin Nussbaum is the Vice
22 President and Chief Technical Officer of GraphGrid. A true and correct copy of the AtomRain
23 LLC Trademarks Assignment Agreement filed with the United States Patent and Trademark
24 Office (USPTO) reflecting GraphGrid's principle place of business and two of its officers is
25 attached hereto as **Exhibit 4**.

26 8. Plaintiffs are informed and believe, and based thereon allege, that GraphGrid is
27 software development, support and consulting company that competes with Neo4j USA and
28 authorized Solution Partners supporting the Neo4j® graph platform. Among other things,

1 GraphGrid offers products and services relating to ONgDB, including a Platform-as-a-Service
2 (PaaS) offering, GraphGrid Connected Data Platform, built around GFI's ONgDB software, and
3 openly promotes ONgDB over official Neo4j® graph platform software to actual and potential
4 customers. A true and correct copy of a page on GraphGrid's website describing its GraphGrid
5 Connected Data Platform is attached hereto as **Exhibit 5**. A true and correct copy of GraphGrid's
6 ONgDB Software Support Terms published on its website is attached hereto as **Exhibit 6**.

7 9. Plaintiffs are informed and believe, and based thereon allege, that GraphGrid is
8 also a financial sponsor of GFI. A true and correct copy of printout from GFI's website thanking
9 its financial sponsors, including GraphGrid, is attached hereto as **Exhibit 7**.

10 10. Plaintiffs are informed and believe, and based thereon allege, that AtomRain LLC
11 is a Delaware limited liability company and has its principal place of business at 111 S. Buckeye
12 St., Suite LL1, Wooster, Ohio. *See* Exhibit 4. Plaintiffs are informed and believe, and thereon
13 allege, that AtomRain LLC was formed on or about February 8, 2012. AtomRain LLC registered
14 with the Secretary of State for California as a foreign corporation on or about June 10, 2013.
15 Plaintiffs are further informed and believe, and thereon allege, that the Nussbaums are members
16 of AtomRain LLC, and Bradley Nussbaum is the Managing Member and President of AtomRain
17 LLC, and Benjamin Nussbaum is the Vice President of AtomRain LLC. *See* Exhibit 4. Plaintiffs
18 are informed and believe, and thereon allege, that AtomRain LLC operated as a holding company
19 for GraphGrid, and exists as a shell entity maintained by the Nussbaums.

20 11. Plaintiffs are informed and believe, and based thereon allege, that AtomRain, Inc.
21 ("ARI") is a corporation that was incorporated in Nevada by the Nussbaums on or about March
22 10, 2009 and provides software development, support and consulting services that compete with
23 Neo4j USA and authorized Solution Partners supporting the Neo4j® graph platform. Plaintiffs
24 are informed and believe, and thereon allege that ARI has its principal place of business at 111 S.
25 Buckeye St., Suite LL1, Wooster, Ohio. A true and correct copy of ARI's Foreign for Profit
26 Corporation - License issued by the State of Ohio's Secretary of State's office is attached hereto
27 as **Exhibit 8**. Plaintiffs are further informed and believe, and thereon allege that ARI registered
28 as a foreign corporation with the Secretary of State of California on or about May 8, 2009, and

1 has and continues to conduct business within the state of California.

2 12. Plaintiffs are informed and believe, and thereon allege, that the Nussbaums are
3 current directors of ARI, and Bradley Nussbaum is the President and Chief Executive Officer of
4 ARI and Benjamin Nussbaum is the Vice President and Chief Technical Officer of ARI. A true
5 and correct copy of a printout from the State of Nevada Secretary of State's website reflecting
6 ARI's current directors is attached hereto as **Exhibit 9**. Plaintiffs are informed and believe, and
7 based thereon allege, that ARI is also a financial sponsor of GFI. *See* Exhibit 7.

8 13. ARI is an authorized Neo4j® graph database platform software Solution Partner,
9 but Plaintiffs are informed and believe is no longer actively promoting official the Neo4j® graph
10 platform. Rather, ARI now holds itself out to be "a leading solution provider of ONgDB (open
11 source fork of Neo4j Enterprise)" and openly promotes ONgDB over the official Neo4j® graph
12 platform. ARI claims on its website that it will "walk with you from making the business use
13 case through to the completed integration of ONgDB into your enterprise architecture and
14 applications including fully managed DevOps and ongoing operations with [ARI's] SREs" and
15 that "[b]y having our certified Neo4j/ONgDB professional software engineers collaborating
16 closely with you, you'll be able to maximize the business and technical benefits of the world's
17 most popular open source graph database." ARI also offers the aforementioned GraphGrid
18 Connected Data Platform, which it touts as being "built around ONgDB, a fully open source fork
19 of Neo4j Enterprise, the world's leading graph database." A true and correct copy of printouts
20 from AtomRain's website containing the foregoing statements is attached hereto as **Exhibit 10**
21 and **Exhibit 11**.

22 14. Plaintiffs are informed and believe, and based thereon allege, that GrapGrid, ARI,
23 AtomRain LLC and GFI are related corporate and business entities that are owned, controlled and
24 managed by the Nussbaums for their personal financial benefit. *See* Exhibits 1-4, 7-9. A true and
25 correct copy of Bradley Nussbaum's LinkedIn page reflecting his current status as the co-founder
26 and CEO of GFI, GraphGrid and ARI is attached hereto as **Exhibit 12**. A true and correct copy
27 of Benjamin Nussbaum's LinkedIn page reflecting his current status as the co-founder and CTO
28 of GraphGrid and ARI is attached hereto as **Exhibit 13**.

ALTER EGO ALLEGATIONS

15. Plaintiffs are informed and believe, and based thereon allege, that at all times herein mentioned that GFI is a mere shell instrumentality maintained to protect ARI and GraphGrid from tax liability, to obtain software development services without any income or payroll tax consequences, and to allow GraphGrid and ARI to “reinvest” their profits into GFI and obtain unearned tax deductions under the guise of phony charitable contributions.

16. Plaintiffs are informed and believe, and based thereon allege, that at all times herein mentioned there existed a unity of interest and ownership between GFI and GraphGrid, such that any individuality and separateness between GFI and GraphGrid ceased, and GFI was the alter ego of GraphGrid, in that, among other reasons, GFI was a mere shell and sham without capital or assets, and that GFI was conceived, intended, and used by GraphGrid and the Nussbaums as a device to avoid liability, perpetrating illicit schemes, for the purpose of substituting a financially insolvent entity in their place, and that GFI was so inadequately capitalized that, compared with the business to be done by GFI and the risk of loss attendant thereon, such capitalization was illusory and/or trifling.

17. Plaintiffs are informed and believe, and based thereon allege, that at all times herein mentioned that GFI was a mere shell, instrumentality, and conduit through which GraphGrid and the Nussbaums carried on their business in the company name exactly as they had conducted it previous to formation and/or previous to becoming promoters thereof, exercised complete control and dominance of the business done by GFI to such an extent that any individuality or separateness of GFI and GraphGrid at all times herein mentioned did not exist and that the activities and business of GFI were carried on without the holding of member meetings, no records of meetings or company proceedings were maintained; and/or in that GFI and GraphGrid at all times herein mentioned used the offices and facilities, shared the same employees, officers and directors. Plaintiffs are informed and believe, and based thereon allege, that adherence to the fiction of the separate existence of GFI as an entity distinct from GraphGrid would permit an abuse of the privilege of formation and would sanction fraud and/or promote injustice, and that among other circumstances.

1 18. Plaintiffs are informed and believe, and based thereon allege, that adherence to the
2 fiction of the separate existence of GFI as an entity distinct from GraphGrid would permit an
3 abuse of the privilege of formation and would sanction fraud and/or promote injustice, and that
4 among other circumstances, for the purposes of avoiding liability and preventing attachment and
5 execution by creditors, including Plaintiffs, thereby rendering GraphGrid insolvent and unable to
6 fully perform its obligations; and at all times herein mentioned, was not so capitalized, solvent
7 and unable to fully perform any obligations undertaken by as set further herein.

8 19. Plaintiffs are informed and believe, and based thereon allege, that at all times
9 herein mentioned there existed a unity of interest and ownership between GFI and ARI, such that
10 any individuality and separateness between GFI and ARI ceased, and GFI was the alter ego of
11 ARI, in that, among other reasons, GFI was a mere shell and sham without capital or assets, and
12 that GFI was conceived, intended, and used by ARI and the Nussbaums as a device to avoid
13 liability, perpetrating illicit schemes, for the purpose of substituting a financially insolvent entity
14 in their place, and that GFI was so inadequately capitalized that, compared with the business to be
15 done by GFI and the risk of loss attendant thereon, such capitalization was illusory and/or trifling.

16 20. Plaintiffs are informed and believe, and based thereon allege, that at all times
17 herein mentioned that GFI was a mere shell, instrumentality, and conduit through which ARI and
18 the Nussbaums carried on their business in the company name exactly as they had conducted it
19 previous to formation and/or previous to becoming promoters thereof, exercised complete control
20 and dominance of the business done by GFI to such an extent that any individuality or
21 separateness of GFI and ARI at all times herein mentioned did not exist and that the activities and
22 business of GFI were carried on without the holding of member meetings, no records of meetings
23 or company proceedings were maintained; and/or in that GFI and ARI at all times herein
24 mentioned used the offices and facilities, shared the same employees, officers and directors.

25 21. Plaintiffs are informed and believe, and based thereon allege, that adherence to the
26 fiction of the separate existence of GFI as an entity distinct from ARI would permit an abuse of
27 the privilege of formation and would sanction fraud and/or promote injustice, and that among
28 other circumstances, for the purposes of avoiding liability and preventing attachment and

1 execution by creditors, including Plaintiffs, thereby rendering GFI insolvent and unable to fully
 2 perform its obligations; and at all times herein mentioned, was not so capitalized, solvent and
 3 unable to fully perform any obligations undertaken by as set further herein.

4 **JURISDICTION AND VENUE**

5 22. The jurisdiction of this Court over the subject matter of this action is predicated,
 6 pursuant to 28 U.S.C. § 1331, on the fact that Plaintiffs present a civil action arising under the
 7 Federal Trademark Act (the “Lanham Act”), 15 U.S.C. § 1051 et seq., and the Digital Millennium
 8 Copyright Act (DMCA), 17 U.S.C. § 1201 et seq. The remainder of Plaintiffs’ claims are subject
 9 to the jurisdiction of this Court, pursuant to 28 U.S.C. §§ 1338(b) and 1367, because the claims
 10 are joined with one or more substantial and related claims under the Lanham Act.

11 23. This action arises out of wrongful acts committed by Defendants in California and
 12 this District, which acts subject Defendants to the personal jurisdiction of this Court. Plaintiffs
 13 are informed and believe, and based thereon allege that Defendants specifically target consumers
 14 and derive substantial revenue within California and this District, and expect their actions to have
 15 consequences within California and this District. For all of these reasons, personal jurisdiction
 16 over Defendants exists.

17 24. Venue is proper in the Northern District of California pursuant to 28 U.S.C. § 1391
 18 as Defendants engage in infringing activities and acts of unfair competition in this District. In
 19 addition, Defendants have on a continual basis committed the wrongful acts alleged below within
 20 this District, in business interactions purposefully elicited by Defendants with or directed to
 21 residents of the District, all of which has harmed and continues to harm Plaintiffs within this
 22 District.

23 **INTRADISTRICT ASSIGNMENT**

24 25. Pursuant to Northern District Local Rule 3-2(c) and Northern District General
 25 Order 44, venue in this action is proper in any Courthouse in this District because this case is
 26 brought under the Lanham Act and involves intellectual property rights.

27 ///

28 ///

THE NEO4J® BRAND

26. Plaintiffs' business was formed after its founders encountered performance problems with relational database management systems (RDMS). Plaintiffs then developed a graph database management system developed under the Neo4j® brand and quickly became the industry leader in graph database solutions and software.

27. In conjunction with its business, Neo4j USA filed for and obtained several federally registered trademarks. Specifically, Neo4j USA is the owner of U.S. Trademark Registration No. 4,784,280 for the word mark "NEO4J" covering the following goods and services (the "NEO4J® Mark"):

- (IC 009) Computer programs for managing, storing, and accessing data from a database, analyzing data in computer databases for business purposes, processing in the nature of updating data in computer databases, and visualizing in the nature of creating graphs from data stored in databases; computer programs for storing, managing, and querying data from databases on computers, computer networks, and global computer networks.
- (IC 035) Consulting services and advice in the field of updating and maintenance of data in computer databases.
- (IC 041) Educational services, namely, conducting training classes, certification training, workshops, tutorial sessions, and online classes in the fields of designing computer databases and updating and maintenance of data in computer databases, and distributing course materials in connection therewith; providing training services in the fields of designing computer databases and updating and maintenance of data in computer databases, and distributing course materials in connection therewith.
- (IC 042) Providing a web site featuring technology that enables end users to store, manage, and query data from databases on computers, computer networks, and global computer networks; cloud computing featuring software for use in managing, storing, and accessing data from a database, analyzing data in computer databases for business purposes, processing in the nature of updating data in computer databases, and visualizing in the nature of creating graphs from data stored in databases; Technical support services, namely, installation, administration, and troubleshooting of database applications; Computer services, namely, providing consultation services and advice in the fields of designing computer databases.
- (IC 045) Consulting services and advice in the field of maintaining the security and integrity of databases.

28. Plaintiffs first used the NEO4J® Mark in June 2006 and first used that mark in commerce in May 2007, and have continually used the NEO4J® Mark for the above goods and services at least as early as the filing date of the NEO4J® Mark. A true and correct copy of the

1 NEO4J® Mark, as seen in U.S. Trademark Registration No. 4,784,280, is attached hereto as
 2 **Exhibit 14.**

3 29. Neo4j USA owns valid and subsisting federal statutory and common law rights in
 4 the NEO4J® Mark, and as a result of its considerable efforts and investment in the brand to
 5 identify its goods and services and Plaintiffs as their source, the NEO4J® Mark has become
 6 widely known and is closely identified with Plaintiffs and represents its substantial, valuable
 7 goodwill.

8 **THE EVOLUTION OF NEO4J’S LICENSING MODEL FOR NEO4J® GRAPH**
 9 **DATABASE PLATFORM SOFTWARE**

10 30. Prior to November 2018, Plaintiffs’ business model was to offer a free open source
 11 version of the Neo4j® graph database platform, its primary software offering, NEO4J®
 12 Community Edition (“Community Edition”), under the GNU General Public License version 3
 13 (“GPLv3”) license. This edition is limited in its feature set and offers no support. Users
 14 requiring additional features for more advanced commercial operation, together with support,
 15 licensed use of the Neo4j® graph database platform through NEO4J® Enterprise Edition
 16 (“NEO4J® EE”) under commercial terms. NEO4J® EE is a full superset of Community Edition
 17 of the Neo4j® graph database platform, containing significant additional functionality intended
 18 for commercial use.

19 31. Plaintiffs originally offered NEO4J® EE under both a paid-for commercial license
 20 and the free GNU Affero General Public License, version 3 (“AGPLv3”). A commercial license
 21 to NEO4J® EE entitled the purchaser to use it in a proprietary setting with industry standard
 22 terms, receive support or professional services from Neo4j USA, and the right to receive software
 23 updates, which included feature updates, bug fixes and assistance. Purchasing a commercial
 24 license at a fair price supported the continued development and improvement of NEO4J® EE and
 25 the Neo4j® graph database platform, including the Community Edition software.

26 32. In May 2018, Plaintiffs released NEO4J® EE version 3.4, which they continued to
 27 offer under a proprietary commercial license. However, Neo4j Sweden replaced the AGPLv3
 28 with a stricter license, which included the terms of the AGPLv3 with additional restrictions

provided by the Commons Clause (“Neo4j Sweden Software License”). This new license, while allowing code to be publicly viewable and used within a certain limited scope of usage, is generally recognized in the software industry not to qualify as open source, as it prohibits all third-party resale and services activity. Neo4j Sweden added the Commons Clause to the license for NEO4J® EE to prevent third parties, such as Defendants, from monetizing such software while not contributing back to the companies who are producers of the software.

33. In November 2018, Plaintiffs officially released version 3.5 of NEO4J® EE solely under a commercial license, while they continued to offer the Community Edition under an open source license. This meant that Plaintiffs were no longer publishing source code for NEO4J® EE under an open source license. This was done to simplify its licensing model, as well as prevent bad actors from willfully misrepresenting the Neo4j Sweden Software License and profiting by providing commercial support services in closed, proprietary projects.

34. All versions of Neo4j® graph platform software are subject to Neo4j USA’s Trademark Policy found on its website, which states in relevant part:

Although some Neo4j projects may be available under free and open licenses, those licenses cover copyright only and do not include any express or implied right to use our trademarks. Neo4j does not allow third parties to use its trademarks without a written agreement or express permission. Thus, Neo4j projects that are available under open source licenses may be copied, modified, or sold by third parties, but they cannot be branded or marketed with Neo4j trademarks in the absence of a trademark license.

While open-source licenses allow modification of copyrighted software and distribution in original or modified form, such distribution could be misleading if distributed under the same name. This could cause confusion among consumers of the software as to source. They may mistakenly believe they are receiving software that is produced or supported by Neo4j. This Policy describes the circumstances under which you may use our trademarks, regardless of the type of license you may have from Neo4j.

* * *

Any use of the Marks must be licensed and comply with these guidelines. Whenever you use one of the Marks, you must always do so in a way that does not mislead anyone, either directly or by omission, about exactly what they are getting and from whom. For example, you cannot say you are distributing the Neo4j® software when you’re distributing a modified version of it, because people would be confused when they are not getting the same features and functionality they would get if they downloaded the software directly from us. You also cannot distribute Neo4j® software using the Marks if you do not have a license from us, because that would imply that your distribution comes from or is supported by Neo4j. You

cannot use our Marks on your website in a way that suggests that your website is an official website or that we endorse your website, unless permitted in a written agreement with us.

A true and correct copy of Neo4j USA's Trademark Guidelines (<https://neo4j.com/trademark-policy>) is attached hereto as **Exhibit 15**.

GFI'S INFRINGEMENT OF THE NEO4J® MARK

35. Plaintiffs are informed and believe, and based thereon alleges that the Nussbaums and John Mark Suhy formed GFI on or about June 21, 2018 in response to Plaintiffs' decision to only offer NEO4J® EE under a commercial license, to evade the restrictions imposed thereon and for the benefit of their respective for-profit companies GraphGrid, ARI and iGov Inc. *See* Exhibit 2. GFI admitted as much on a January 31, 2019 blog entry on its website:

We started Graph Foundation, Inc. (referred to as The Graph Foundation) in June 2018 when we noticed Neo4j's position beginning to change and the implications of this for the community and ecosystem. The Graph Foundation is a nonprofit with 501(c)(3) status and *its goal is to take over neo4j enterprise development ...*

A true and correct copy of this January 31, 2019 blog entry which contained this statement as it existed on September 24, 2019 is attached hereto as **Exhibit 16** (emphasis added).¹

36. GFI offers ONgDB graph database software, which it, at the time this lawsuit was filed, misleadingly described on its webpage entitled "ONgDB – Open Neo4j Enterprise – The Graph Foundation" as the "free and open source Neo4j Enterprise project," and "a non-restrictive fork of Neo4j, the world's leading Graph Database." A true and correct copy of this webpage as it existed on September 25, 2019 containing these statements is attached hereto as **Exhibit 17**.

37. GFI continues to mislead potential customers by claiming that "ONgDB distributions are licensed under AGPLv3 as a free and open source alternative to currently available proprietary native graph offerings such as Neo4j Enterprise Edition." A true and correct copy of this webpage entitled "ONgDB - Open Source Neo4j Enterprise Graph – The Graph Foundation" as it existed on June 10, 2020 is attached hereto as **Exhibit 18**. As detailed below,

¹ Exhibit 16 was attached to the original complaint filed in this lawsuit. Sometime after the filing thereof, GFI attempted to cover its tracks by removing this language from the blog entry. *See* <https://www.graphfoundation.org/neo4j-is-open-core-now-what-ujah7ein5mis/>.

1 GFI statements are misleading because ONgDB is not entirely based on open source version of
2 the Neo4j® graph database platform as it continues to claim.

3 38. GFI also touted that the name of its software is derived from the NEO4J® Mark:
4 “we decided on the name ONgDB (oh-n-gee-db) which stands for Open Native Graph DB but
5 also ONgDB’s Neo4j Graph DB.”² See Exhibit 16.

6 39. GFI similarly misuses the NEO4J® Mark via popular search engines, such as
7 Google, where the number one search hit for “ONgDB” is as follows:

8 [www.graphfoundation.org > projects > ongdb](http://www.graphfoundation.org/projects/ongdb) ▼

9 **ONgDB - Open Source Neo4j Enterprise Graph - The Graph ...**

10 **ONgDB** is a high performance, native graph store with everything you would expect from an
enterprise-ready database, including high availability clustering, ACID ...

11 [ONgDB 3.5.1](#) · [ONgDB Releases](#) · [ONgDB 3.4.9](#)

12 A true and correct copy of this search conducted on June 10, 2020 via www.google.com is
13 attached hereto as **Exhibit 19**. The same result appears as the tenth search hit when using the
14 search term “Neo4j Enterprise” via www.google.com. A true and correct copy of this search
15 conducted on June 10, 2020 via Google.com is attached hereto as **Exhibit 20**.

16 40. GFI does not have a trademark license from Neo4j USA. Thus, not only are such
17 statements in violation of Neo4j USA’s Trademark Guidelines, but also create actual and
18 potential consumer confusion that GFI is offering a current authorized licensed version of
19 NEO4J® EE or that ONgDB is otherwise endorsed, sponsored by or affiliated with Neo4j USA.

20 41. GFI has deceptively marketed ONgDB as being the equivalent of official NEO4J®
21 EE that is only available via a commercial license. For example, GFI claimed on its website that
22 “ONgDB distributions are licensed under AGPLv3 as a free and open drop-in replacements of
23 Neo4j Enterprise commercial licensed distributions with the same version number.” See Exhibit
24 17. GFI knew full well that this was untrue and admitted as much in its original ONgDB source
25 code repository:

26 ///

27 _____
28 ² GFI also removed this admission sometime after the filing of this lawsuit in a further effort to
cover up its intentional infringement of Plaintiffs’ intellectual property rights.

1 Neo4j Enterprise consists of modules from Neo4j Edition and modules
2 licensed under APGLv3 with the Commons Clause in this repository, and
other closed source components not present in this repository.

3 When packaged as a binary, Enterprise Edition includes additional closed-
4 source components not available in this repository and requires a
commercial license from Neo4j Sweden AB or one of its affiliates.

5 A true and correct copy of the main webpage for GFI's ONgDB source code repository located at
6 www.github.com as of September 13, 2019, containing the foregoing statement is attached hereto
7 as **Exhibit 21**.

8 42. Plaintiffs are informed and believe, and based thereon, that shortly thereafter GFI
9 removed these admissions and replaced them with false and misleading statements that "ONgDB
10 & Neo4j Enterprise consist of modules from neo4j Community Edition and modules licensed
11 under AGPLv3 in this repository." A true and correct copy of the main webpage for GFI's
12 ONgDB source code repository located at www.github.com as it existed as of March 24, 2019
13 containing the foregoing statement is attached hereto as **Exhibit 22**.

14 43. Neo4j USA is informed and believes, and based thereon alleges that ONgDB is
15 compiled from a patchwork of source code from older versions of official Neo4j® graph database
16 platform software, and includes "glue" source code authored by GFI and Suhy, while
17 mischaracterized by GFI as identical to Plaintiffs' commercial-only releases of NEO4J® EE.

18 44. By compiling source code from the Neo4j® graph database platform in the
19 foregoing manner, GFI is creating software that is not of the same quality as if it were compiled
20 by Neo4j USA. This is because GFI is not using Neo4j USA's build infrastructure, which carries
21 out tens of thousands of functional, performance, load, stress, and other tests to ensure quality.
22 ONgDB also does not necessarily include critical fixes that are often automatically incorporated
23 via ongoing improvements made by Plaintiffs to NEO4J® EE. Further, because GFI introduced
24 its own modifications and patches to ONgDB from multiple and potentially outdated iterations of
25 the official Neo4j® graph database platform software, the potential for stability and compatibility
26 issues with ONgDB increases. As a result, GFI is misleading consumers into believing they are
27 downloading an exact copy of Plaintiffs current commercial-only releases of NEO4J® EE from
28 Graph Foundation's website, which in actuality they are receiving an inferior product that is not a

1 true “drop in” replacement.

2 45. In launching ONgDB, GFI plagiarized the nearly exact wording from Plaintiffs’
3 license files included with the official Neo4j® graph database platform software. As seen in the
4 README.asciidoc license and attribution files for official NEO4J® software, Plaintiffs describe
5 the Neo4j® graph database platform as follows:

6 Neo4j is the world’s leading Graph Database. It is a high
7 performance graph store with all the features expected of a mature
8 and robust database, like a friendly query language and ACID
9 transactions. The programmer works with a flexible network
10 structure of nodes and relationships rather than static tables — yet
enjoys all the benefits of enterprise-quality database. For many
applications, Neo4j offers orders of magnitude performance benefits
compared to relational DBs.

11 A true and correct copy of this README.asciidoc license is attached hereto as **Exhibit 23**.

12 46. Taking advantage of the goodwill Plaintiffs had developed in the NEO4J® Mark,
13 GFI only made minor modifications and used substantially the whole text in describing ONgDB
14 on its original website:

15 Open Native Graph DB (ONgDB) is a non-restrictive fork of Neo4j,
16 the world’s leading Graph Database. It is a high performance graph
17 store with all the features expected of a mature and robust database,
18 like a friendly query language, ACID transactions and high
19 availability clustering. The programmer works with a flexible
network structure of nodes and relationships rather than static
tables — yet enjoys all the benefits of enterprise-quality database.
For many applications, ONgDB offers orders of magnitude
performance benefits compared to relational DBs.

20 *See* Exhibit 17; *see also* Exhibits 21-22. Thus, further falsely and misleadingly suggesting that
21 ONgDB is the equivalent of an officially licensed version of NEO4J® EE or is otherwise
22 endorsed by Plaintiffs.

23 47. GFI’s GitHub repository for ONgDB’s source code, which Plaintiffs are informed
24 and believe and based thereon allege is located in San Francisco, California, also contained false
25 and misleading statements concerning the nature of ONgDB, as well as the wide-spread misuse of
26 the NEO4J® Mark. *See* Exhibits 21-22.

27 ///

28 ///

48. At the top of GFI's GitHub repository page, it stated that "ONgDB (Open Native Graph DB) - Neo4j fork with enterprise code base. ONgDB keeps in sync with the Neo4j github repo." *See* Exhibits 21-22. Below that heading, GFI prominently stated:

ONgDB - Neo4j Enterprise Fork: Graphs for Everyone

[Neo4j](#) is the world's leading Graph Database. It is a high performance graph store with all the features expected of a mature and robust database, like a friendly query language and ACID transactions. The programmer works with a flexible network structure of nodes and relationships rather than static tables — yet enjoys all the benefits of enterprise-quality database. For many applications, Neo4j offers orders of magnitude performance benefits compared to relational DBs.

See id. The foregoing statement is identical to the aforementioned README.asciidoc license and attribution files from the official Neo4j® graph database platform. *See* Exhibit 23. It is also virtually identical to Plaintiffs' Github repository page:

Neo4j: Graphs for Everyone

[Neo4j](#) is the world's leading Graph Database. It is a high performance graph store with all the features expected of a mature and robust database, like a friendly query language and ACID transactions. The programmer works with a flexible network structure of nodes and relationships rather than static tables — yet enjoys all the benefits of enterprise-quality database. For many applications, Neo4j offers orders of magnitude performance benefits compared to relational DBs.

A true and correct print-out of this GitHub webpage is attached hereto as **Exhibit 24**.

49. After this lawsuit was filed in October 2019, GFI attempted to further cover-up their wrongdoing by changing its webpages located at www.graphfoundation.org/projects/ongdb/ and <https://github.com/graphfoundation/ongdb>. However, these changes did not cure GFI's unfair business practices and violation of Plaintiffs' intellectual property rights. For example, GFI's current description of ONgDB on its GitHub webpage remains confusingly similar:

ONgDB - fork of Neo4j

Enterprise: Graphs for Everyone

[Open Native Graph DB \(ONgDB\)](#) is a fork of the [neo4j project](#) that continues development of the neo4j enterprise codebase as a fully open source project after [Neo4j Inc's Open Core Shift](#) that closed ongoing development and removed existing source code.

ONgDB is a high performance, native graph store with everything you would expect from an enterprise-ready database, including high availability clustering, ACID transactions, and uses the intuitive, pattern-centric open cypher query language. Developers use graph theory-based structures that we call nodes and relationships instead of rows and columns. For many use cases, ONgDB will provide orders of magnitude performance benefits compared to non-native graph, relational and NoSQL databases.

A true and correct print-out of this GitHub webpage is attached hereto as **Exhibit 25**.

50. Plaintiffs are informed and believe, and based thereon allege that GFI's past and present use of "neo4j," "neo4j enterprise" and "Neo4j Enterprise," prominent use of embedded "Neo4j" links to Neo4j USA's website and GitHub repository based in this District, and suggesting that ONgDB is "synced" with or is the equivalent to Plaintiffs' commercial-only releases of NEO4J® EE misleads consumers into believing they are downloading an exact copy of a licensed version of Plaintiffs' current commercial-only release of NEO4J® EE.

51. In addition, GFI has not used its own support documentation for ONgDB, but instead has relied upon and hyperlinked to Neo4j USA's official documentation located on Plaintiffs' GitHub repository. At least up until April 2020, GFI's GitHub webpage prominently stated "To build the documentation see the [Neo4j documentation](#)." See Exhibit 24.

52. GFI also hyperlinks to Neo4j USA's official documentation, including operation manuals, located on Neo4j USA's corporate website. For example, GFI's webpage for ONgDB version 3.5.4 stated: "Look for 3.5 Operations manual [here](#)." A true and correct copy of this webpage as it existed on September 26, 2019 is attached hereto as **Exhibit 26**.

53. GFI also deceptively refers to “ONgDB documentation” on its GitHub page (<https://github.com/graphfoundation/ongdb/wiki/Docs>) and uses hyperlinks that lead users to believe they are being directed to documentation provided by GFI. However, these hyperlinks redirect users to Neo4j USA’s official documentation, located on Neo4j USA’s corporate website. For example, this page states “Look for 3.5 Operations manual [here](#).” The embedded html is actually “<https://neo4j.com/docs/operations-manual/3.5/>,” which redirects that user to Neo4j USA’s copyrighted “The Neo4j Operations Manual v3.5” located on Neo4j USA’s website:

The Neo4j Operations Manual v3.5

Copyright © 2020 Neo4j, Inc.

License: [Creative Commons 4.0](#)

This is the operations manual for Neo4j version 3.5, authored by the Neo4j Team.

A true and correct copy of what purports to be GFI’s general document repository on GitHub (<https://github.com/graphfoundation/ongdb/wiki/Docs>) containing the foregoing is attached hereto as **Exhibit 27**.

54. GFI’s general document repository on GitHub uses a similar deceptive hyperlink “ONgDB 3.4.” The embedded html is actually “<https://neo4j.com/docs/operations-manual/3.4/>,” which redirects users to Neo4j USA’s copyrighted “The Neo4j Operations Manual v3.4” located on Neo4j USA’s website:

The Neo4j Operations Manual v3.4

Copyright © 2020 Neo4j, Inc.

License: [Creative Commons 4.0](#)

This is the operations manual for Neo4j version 3.4, authored by the Neo4j Team.

See Exhibit 27.

55. GFI’s specific document repository page entitled “ONgDB 3.4 Docs” (<https://github.com/graphfoundation/ongdb/wiki/ONgDB-3.4-Docs>) contains hyperlinks, [Developer Manual](#) (embedded html: <https://neo4j.com/docs/developer-manual/3.4/>) and

1 [Operations Manual](https://neo4j.com/docs/operations-manual/3.4/) (embedded html: <https://neo4j.com/docs/operations-manual/3.4/>) that
 2 similarly redirect users to Neo4j USA's copyrighted "The Neo4j Developer Manual v3.4" and
 3 "The Neo4j Operations Manual v3.4" on Neo4j USA's website, respectively. A true and correct
 4 copy of GFI's specific document repository page entitled "ONgDB 3.5 Docs" is attached hereto
 5 as **Exhibit 28**.

6 56. As indicated on Neo4j USA's website (<https://neo4j.com/docs/license/>), the
 7 foregoing and other documentation provided by Neo4j USA is copyrighted and subject to the
 8 Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International Public License,
 9 which expressly prohibits the use of such documents for commercial purposes, requires
 10 attribution to the copyright holder and notice of modifications.

11 57. Despite GFI's use of ONgDB to refer to its unauthorized "Neo4j Enterprise"
 12 offering, it has misleadingly matched the version numbers of such offerings to the equivalent
 13 genuine NEO4J® EE version, while falsely maintaining ONgDB is identical to Neo4j USA's
 14 official offerings except offered under an open source license. The few statements by GFI that
 15 disclaim a relationship or affiliation with Neo4j USA are undermined by their misinformation
 16 campaign to confuse customers as to the nature of its "forked" version of ONgDB, and failure to
 17 properly display and use proper trademark notices after the NEO4J® Mark, which they often
 18 display as "neo4j," "neo4j enterprise," "the neo4j project," "neo4j enterprise project" and "Neo4j
 19 Enterprise," furthering their attempts to detract the distinctiveness and significance of the
 20 NEO4J® Mark. GFI's prominent display of the NEO4J® Mark in a repetitive, albeit inconsistent
 21 manner and without proper trademark usage and notices, the historical use of various iterations of
 22 "Neo4j" and interchangeable use of "Neo4j Enterprise" with "ONgDB" on GFI's website and
 23 Github repository, again without proper trademark notices, is a clear attempt to confuse customers
 24 as to the source, origin or affiliate of the parties' respective offerings.

25 58. GFI's actions described above violate Neo4j USA's Trademark Guidelines set
 26 forth in Exhibit 15. For example, these guidelines prohibit GFI from using the NEO4J® Mark in
 27 conjunction with modified open source software based on the Neo4j® graph database platform,
 28 including forks thereof, and suggesting endorsement by Neo4J USA. GFI also repeatedly makes

1 improper references to “neo4j” (intentionally in all lowercase), “neo4j project,” “neo4j
2 enterprise” and “open source neo4j graph database” on its website and GitHub repository. GFI’s
3 use of the NEO4J® Mark in this manner violates Neo4j USA’s Trademark Guidelines.

4 59. GFI’s actions described above constitute unauthorized use of the NEO4J® Mark in
5 commerce in connection with the distribution, offering, or promotion of its ONgDB software is
6 likely to cause and has caused consumer confusion. Such actions were made with an intent to
7 deceive consumers, which interferes with Plaintiffs’ ability to differentiate the Neo4j® graph
8 database platform from GFI’s unauthorized ONdGB offering.

9 60. On March 21, 2019, GFI boasted the following on its website while continuing to
10 misuse the NEO4J® Mark and mislead consumers by mischaracterizing ONgDB 3.5 as “Neo4j
11 Enterprise:”

12 We are excited to announce today that we have reached our **1,000th**
13 **download of ONgDB 3.5**, the Open Neo4j Enterprise project!

14 * * *

15 We are proud of this community that has worked to keep Neo4j Enterprise
16 3.5 open source. Building an open native graph database to reach the masses
is our mission and reaching the 1000th download is a sign that we are
succeeding in our mission to put a scalable graph to work for everyone.

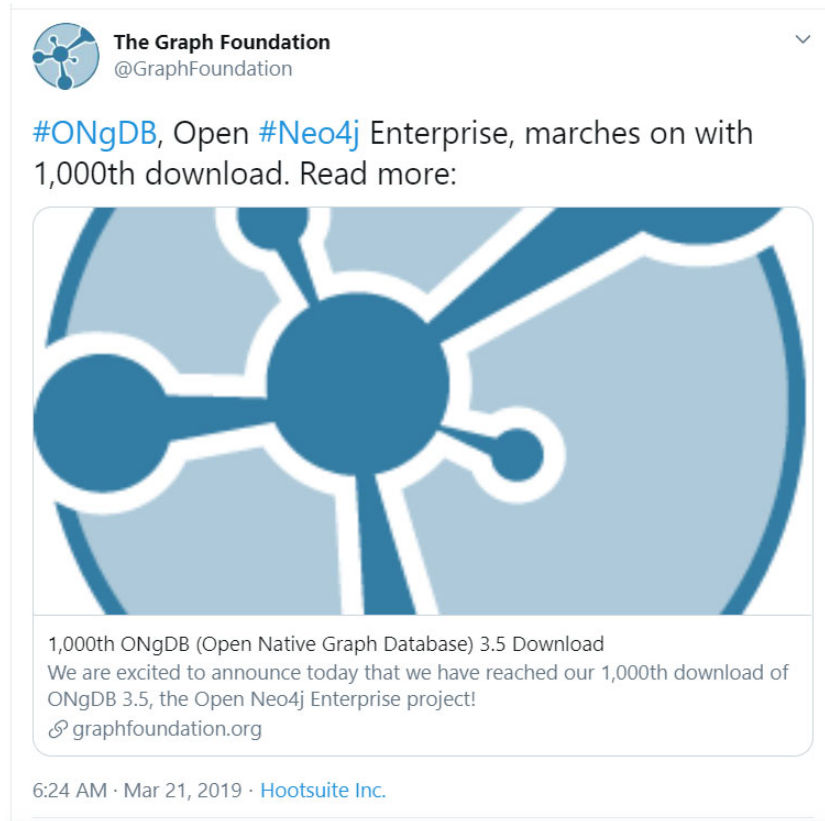
17 A true and correct copy of announcement is attached hereto as **Exhibit 29**.

18 61. Plaintiffs are informed and believe, and based thereon allege that GFI’s actions
19 described above have caused actual consumer confusion. For example, users have expressed
20 uncertainty and confusion over license obligations, as well as encountered compatibility issues
21 resulting from downloading ONgDB:

22 Do the terms of use for “neo4j Desktop” apply to the ONGDB server which
23 I downloaded under AGPLv3 license? I read the Desktop terms carefully
24 and they refer everywhere to "neo4j Desktop software". Has anybody
25 encountered this issue? I am feeling really stupid for not thinking this
26 through before downloading the Desktop Software, especially as database
authentication keeps failing. Before I spend any more time troubleshooting,
could someone indicate any features of Desktop that are really worth it
(other than UI)? I am planning production, so the license is important to me.

27 A true and correct copy of the foregoing post on the Neo4j Online Community is attached hereto
28 as **Exhibit 30**.

62. GFI impermissibly and repeatedly uses the NEO4J® Mark as a hashtag (“#Neo4j”) to represent its software and mislead consumers:



(<https://twitter.com/GraphFoundation/status/1108721162392141824>)



(<https://twitter.com/GraphFoundation/status/1108700627897589760>)

///

///

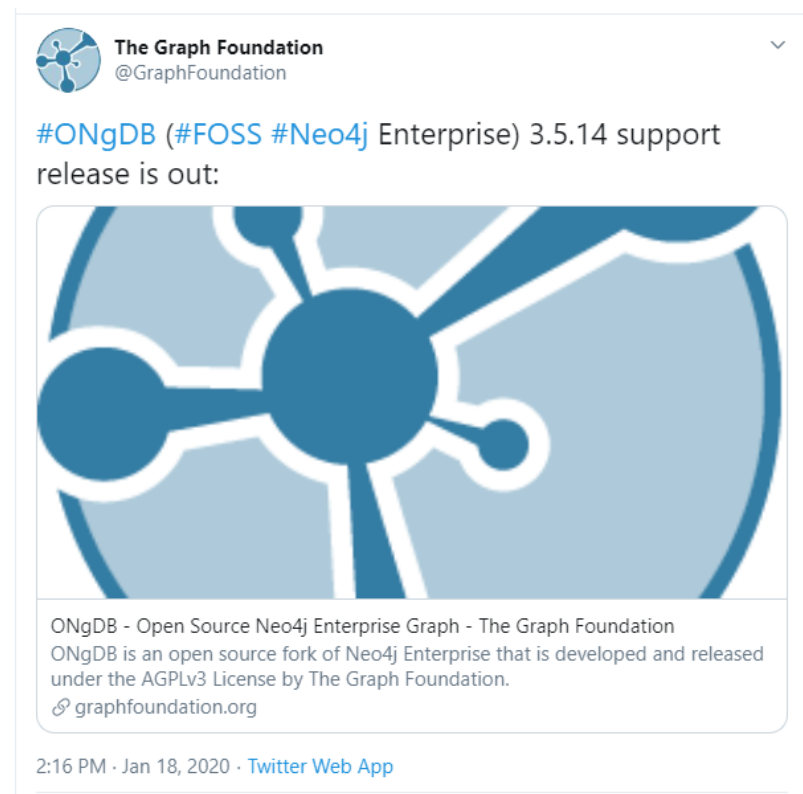
///

///

///



(<https://twitter.com/GraphFoundation/status/1262813094696419328>)



(<https://twitter.com/GraphFoundation/status/1218658409773441026>)

63. GFI's use of the NEO4J® Mark as a hashtag (“#Neo4j”) falsely implies sponsorship or endorsement by Neo4j USA as there are generic words that GFI may use to describe its graph software especially when GFI uses Neo4j USA's NEO4J® Mark to refer to its own ONgDB software, not Neo4j USA's software. And, GFI uses more of the NEO4J® Mark than is reasonably necessary to identify its product. A true and correct copy of many other examples of GFI's tweets improperly using “#Neo4j” is attached hereto as **Exhibit 31**.

64. Plaintiffs are informed and believe, and based thereon allege that consumers who have downloaded ONgDB rather than official Neo4j® graph database platform software have experienced issues that Neo4j USA would have been able to address for licensed users with authorized support services and/or may not have occurred at all had such users downloaded official Neo4j® graph database platform software rather than ONgDB. True and correct copies of printouts from www.stackoverflow.com illustrating these issues are attached hereto as

Exhibits 32-35.

65. Plaintiffs are informed and believe, and based thereon allege that GFI continues to extenuate such issues and causes consumer confusion by engaging in the above-described unauthorized use of the NEO4J® Mark and making the foregoing false and misleading statements in connection with the distribution, offering, and promotion of its ONgDB software.

DEFENDANTS' VIOLATIONS OF THE DMCA

66. Plaintiffs include copyright management information in each electronic source code file for NEO4J® EE, including information identifying Neo4j Sweden as the owner of the copyright and the terms and conditions for the use of these copyrighted works.

67. Plaintiffs are informed and believe, and based thereon allege that Defendants knowingly permitted, encouraged and approved of John Mark Suhy's copying of these NEO4J® EE source code files and their associated license.txt files to GFI's GitHub repository, and modifying or completely removing (a) the existing APGLv3 with Commons Clause; (b) copyright owner information; and (c) other terms and conditions for the use of the copyrighted source code files from at least 28 separate files from NEO4j® EE. Plaintiffs are informed and believe, and based thereon that Defendants knowingly permitted, encouraged and approved of John Mark Suhy replacing it with the APGLv3 thereby removing the additional copyright restrictions imposed by the Commons Clause, and republishing these source code files on GFI's Github repository for ONgDB.

68. The following is an example of the changes (deletions in red, additions in green) Suhy made an NEO4J® EE file entitled "enterprise/neo4j-enterprise/License.txt":

///

```

486 enterprise/neo4j-enterprise/LICENSE.txt
... @@ -1,51 +1,35 @@
1 - NOTICE
2 - This package contains software licensed under different
3 - licenses, please refer to the NOTICE.txt file for further
4 - information and LICENSES.txt for full license texts.
5 + GNU AFFERO GENERAL PUBLIC LICENSE
6 + Version 3, 19 November 2007
7
8 - Neo4j Enterprise object code can be licensed independently from
9 - the source under separate commercial terms. Email inquiries can be
10 - directed to: licensing@neo4j.com. More information is also
11 - available at:https://neo4j.com/licensing/
12 + Copyright (C) 2007 Free Software Foundation, Inc. <https://fsf.org/>
13 + Everyone is permitted to copy and distribute verbatim copies
14 + of this license document, but changing it is not allowed.
15
16 - The software ("Software") is developed and owned by Neo4j Sweden AB
17 - (referred to in this notice as "Neo4j") and is subject to the terms
18 - of the GNU AFFERO GENERAL PUBLIC LICENSE Version 3, with the Commons Clause as follows:
19 + Preamble

```

Suhy made virtually identical changes to the other 27 files. A true and correct print out of the changes to these files from GFI's Github repository for ONgDB is attached hereto as **Exhibit 36**.

69. After Suhy's removal and alteration Neo4j Sweden's copyright management information, these files became part of various versions of GFI's ONgDB software. Thereafter, Defendants knowingly and intentionally distributed these altered source code files via GFI's Github repository for ONgDB, and actively encouraged and solicited third parties to download allowed these altered source code files from GFI through their respective websites. *See, e.g.*, Exhibits. 5-6, 10-11, 21-22, 25-26, 31.

70. Plaintiffs are informed and believe, and based thereon allege that as of the date of this Amended Complaint, Defendants have distributed or caused to be distributed over 10,000 copies of GFI's ONgDB software containing the foregoing altered files that no longer contain Neo4j Sweden's copyright management information. *See* Exhibit 18.

**GFI MISLEADS CONSUMERS REGARDING ONGDB BEING A PROPERLY
LICENSED OPEN SOURCE VERSION OF NEO4J® ENTERPRISE EDITION**

71. On or about November 17, 2018, GFI claimed on Twitter that ONgDB would "be a divergent but open source #AGPL release" of NEO4J® open source software. *See* Exhibit 31.

1 However, GFI never independently developed ONgDB in this manner. In reality, Plaintiffs are
2 informed and believe, and based thereon allege that ONgDB is compiled, at least in part, from the
3 source code of pre-version 3.5 NEO4J® EE released under the Neo4j Sweden Software License
4 from which Defendants were complicit in the removal of the restrictions imposed by the
5 Commons Clause as alleged above.

6 72. Defendants continue to mislead consumers by claiming that ONgDB is properly
7 licensed under AGPLv3 as a free and open source equivalent of official NEO4J® EE that is now
8 only available via a commercial license from Plaintiffs. On October 9, 2019, GFI similarly
9 tweeted that ONgDB is “an open source fork of #Neo4j, that picks up prior to Neo4j, Inc.’s
10 removal of enterprise code from the main Github repository.” See Exhibit 31. As alleged above,
11 GFI makes similar representations on its website and Github repository.

12 73. Plaintiffs are informed and believe, and based thereon allege that ARI and
13 GraphGrid have made similar misleading misrepresentations to actual and potential customers, in
14 the promotion of GraphGrid Connected Data Platform and related products and services, which
15 they tout as being built around ONgDB, “a fully open source fork of Neo4j Enterprise.”

16 74. These and similar statements made by Defendants and their agents are false and
17 misleading because they never created or developed a true open source fork based on an open
18 source version of the Neo4j® graph database platform. Rather, Defendants knowingly copied
19 source code from the Neo4j® graph database platform that is subject to Neo4j Sweden Software
20 License and stripped out valid legal notices and license terms governing that source code under an
21 erroneous view of the AGPLv3 and Neo4j Sweden’s right as the copyright holder to grant a
22 license to its software as it sees fit.

23 75. Defendants and their agents even went as far as to giving unsolicited answers on
24 Plaintiffs’ GitHub repository to spread further misinformation concerning the nature of Plaintiffs’
25 licensing model and promote ONgGB as identical to those originating from Plaintiffs without the
26 restrictions imposed by the Neo4j Sweden Software License and NEO4J® EE commercial-only
27 license. For example, in or about June 2019, Bradley Nussbaum provided unsolicited and
28 erroneous information concerning the licensing restrictions on NEO4J® EE version 3.5 on

1 Plaintiffs' GitHub repository and redirected consumers to GFI's website and ONgDB software.
 2 Attached hereto as **Exhibit 37** is a true and correct copy of that interaction.

3 76. Consumers that have downloaded ONgDB have expressed uncertainty over
 4 Defendants' unauthorized modification to the proprietary Neo4j Sweden Software License. *See*,
 5 *e.g.*, Exhibit 30. Defendants continue to extenuate such issues and cause consumer confusion by
 6 falsely equating ONgDB with commercially licensed NEO4J® EE. *See, e.g.*, Exhibits 17-18, 31.

7 77. Defendants take full advantage of their deceptive marketing of ONgDB as being
 8 the equivalent of the same numbered version of NEO4J® EE that was only available via a
 9 commercial license by inducing potential customers to use the money they would normally pay
 10 Plaintiffs for a commercial license for NEO4J® EE and instead download from GFI a purportedly
 11 equivalent version of ONgDB for free and use those funds to obtain support and development
 12 services from ARI and GraphGrid in closed, proprietary projects. Thus, Defendants are illicitly
 13 profiting from their misrepresentations about the validity of the Neo4j Sweden Software License
 14 and their wrongful removal of the restrictions imposed.

15 **FIRST CAUSE OF ACTION**

16 **TRADEMARK INFRINGEMENT – 15 U.S.C. § 1114**

17 **(By Neo4j USA Against Graph Foundation, Inc.)**

18 78. Plaintiffs incorporate and reallege the allegations set forth in paragraphs 1 through
 19 77 of this Complaint as though fully set forth herein.

20 79. Plaintiffs have been actively using the NEO4J® Mark in interstate commerce since
 21 at least as early as 2007. Plaintiffs' graph database solutions and software and related supported
 22 services offered under the NEO4J® Mark has enjoyed and continues to enjoy extensive
 23 recognition among customers, reviewers and industry professionals in the marketplace.

24 80. Plaintiffs currently offer, and have a long and established history of offering graph
 25 database solutions and software and related services, both directly and through authorized
 26 NEO4J® Solution Partners under the distinctive NEO4J® Mark. Through favorable acceptance
 27 and recognition by customers, reviewers and industry professionals, the NEO4J® Mark has come
 28 to be associated in the public with Plaintiffs, have become an asset of substantial value to

1 Plaintiffs, and a symbol of its high quality, industry leading graph database solutions and software
2 and related services, as garnered substantial goodwill.

3 81. Plaintiffs' graph database solutions and software and related services offered under
4 the NEO4J® Mark are advertised via print publications, over the Internet through Neo4j USA's
5 website and through third-party websites and blogs, paid advertising on LinkedIn, Twitter,
6 Facebook, and elsewhere, as well as via mobile applications and publications, physical billboards,
7 and signage at both company-branded and third-party events.

8 82. Plaintiffs have expended considerable time, money and effort in advertising and
9 promoting graph database solutions and software and related support services under the NEO4J®
10 Mark among consumers and authorized Neo4j® graph database platform Solution Partners.
11 Consequently, Plaintiffs have developed substantial and exclusive goodwill and reputation in
12 connection with graph database solutions and software and related support services offered under
13 the NEO4J® Mark.

14 83. As a result of these expenditures, combined with substantial sales of graph
15 database solutions and software and related support services under the NEO4J® Mark, the
16 relevant consuming public and likely customers have come to recognize the NEO4J® Mark as
17 favorably distinguishing graph database solutions and software and related support services as
18 from Plaintiffs compared to those of its competitors.

19 84. Due to this widespread public use and recognition, the NEO4J® Mark has become
20 an asset of significant value and goodwill, and a successful indicator of the source of graph
21 database solutions and software and related support services offered by Plaintiffs.

22 85. GFI's software and related services directly compete with Plaintiffs' graph
23 database solutions and software and related services offered and sold under the NEO4J® Mark.
24 The customers and users, and potential users and consumers of Plaintiffs' graph database
25 solutions and software and related services offered and sold under the NEO4J® Mark are
26 identical to the user and customers and potential users and customers of GFI's ONgDB graph
27 database software and related services.
28

86. GFI has actual knowledge of Plaintiffs' rights in the NEO4J® Mark and is willfully infringing and intentionally adopted and used these marks in commerce without Plaintiffs' consent in connection with the sale, offering for sale, distribution and advertising of competing graph database solutions and software and related support services. GFI's software and related services have been disseminated and distributed through various means including, without limitation, sales and solicitations through GFI's Internet interactive website, Github.com and other third party websites, including within this District.

87. GFI's willful, intentional and unauthorized use of the NEO4J® Mark in conjunction with the sale and advertising of GFI's graph database solutions and software and related support services is likely to cause and is causing confusion, mistake, and deception as to the origin and quality of Plaintiffs' graph database solutions and software and related support services.

88. GFI's activities constitute willful trademark infringement under Section 32 of the Lanham Act, 15 U.S.C. § 1114.

89. The injuries and damages sustained by Neo4j USA have been directly and proximately caused by GFI's wrongful sale, offering for sale, distribution, or advertising of its products and services in conjunction with their unauthorized use of the NEO4J® Mark. Specifically, Neo4j USA has been damaged in an amount according to proof at trial.

90. GFI's acts are likely to continue, the award of money damages alone will not adequately compensate Neo4j USA. By its unauthorized use of the NEO4J® Mark and refusal to cease such use, GFI has caused, and will continue to cause irreparable harm, damages and injury to Neo4j USA. Neo4j USA's injuries will continue unless restrained by order of this Court. Accordingly, Neo4j USA is entitled to preliminary and permanent injunctive relief.

SECOND CAUSE OF ACTION

FALSE DESIGNATION OF ORIGIN AND FALSE ADVERTISING – 15 U.S.C. § 1125(a)

(By Neo4j USA Against Graph Foundation, Inc.)

91. Plaintiffs incorporate and reallege the allegations set forth in paragraphs 1 through 90 of this Complaint as though fully set forth herein.

1 92. GFI's actions constitute a false designation of origin and false advertising under 15
2 U.S.C. § 1125(a), which is likely to cause confusion, mistake and/or to deceive consumers and
3 has confused and deceived consumers into believing that GFI's goods and services are affiliated
4 with, sponsored by, or somehow connected with Plaintiffs and/or the NEO4J® Mark, and, as a
5 consequence, are likely to divert customers away from Plaintiffs and/or authorized Neo4j® graph
6 database platform Solution Partners.

7 93. GFI's unlawful activities reflect adversely on Plaintiffs because Plaintiffs have no
8 control over the nature and quality of the services and products advertised and sold by GFI, and
9 as the believed source of origin, Plaintiffs' efforts to continue to protect the reputation for high
10 quality graph database solutions and software and related support services sold under the
11 NEO4J® Mark will be hampered, resulting in the loss of goodwill and sales, to the irreparable
12 harm of Plaintiffs.

13 94. Further, any failure, neglect, or default by GFI in providing products and services
14 using the NEO4J® Mark will continue to reflect adversely on Plaintiffs as the believed source of
15 origin thereof, hampering efforts by Plaintiffs to continue to protect the outstanding reputation for
16 high quality graph database solutions and software and software-related services the Neo4j®
17 Mark represents, resulting in loss of customers and partners, as well as the loss of goodwill and
18 sales, all to the irreparable harm of Plaintiffs.

19 95. The actions of GFI as alleged herein constitute intentional, willful, knowing and
20 deliberate false designation of origin and false advertising pursuant to 15 U.S.C. § 1125(a).

21 96. GFI's willful, intentional and unauthorized use of the NEO4J® Mark is likely to
22 cause and is causing confusion, mistake, and deception as to the origin and quality of GFI's
23 software products and software-related services.

24 97. The injuries and damages sustained by Neo4j USA have been directly and
25 proximately caused by GFI's wrongful and misleading sale, offering for sale, distribution, or
26 advertising of its software products and software-related services. Specifically, Neo4j USA has
27 been damaged in an amount according to proof at trial.

28 ///

98. As GFI's acts are likely to continue, the award of money damages alone will not adequately compensate Neo4j USA. By their false designation of origin and false advertising, and refusal to cease the use of the NEO4J® Mark, GFI has caused, and will continue to cause irreparable harm, damages and injury to Neo4j USA. Neo4j USA's injuries will continue unless restrained by order of this Court. Accordingly, Neo4j USA is entitled to preliminary and permanent injunctive relief.

THIRD CAUSE OF ACTION

UNFAIR COMPETITION – 15 U.S.C. § 1125(a)

(By Neo4j USA Against Graph Foundation)

99. Plaintiffs incorporate and reallege the allegations set forth in paragraphs 1 through 98 of this complaint as though fully set forth herein.

100. GFI's conduct described and alleged in this complaint constitutes unfair competition and fraudulent business practices in violation of 15 U.S.C. § 1125. GFI is deliberately, intentionally and unlawfully exploiting the NEO4J® Mark and consumer goodwill associated therewith for the benefit of GFI's own software and related services.

101. GFI's use of the NEO4J® Mark in conjunction with its business constitutes the use of a word, term, name, or any combination thereof, that is likely to cause confusion, mistake, or deception as to the affiliation, connection, origin, sponsorship, approval and/or association of GFI and its software products and software-related services with Plaintiffs, within the meaning of 15 U.S.C. § 1125(a)(1).

102. In addition, GFI's use of the NEO4J® Mark constitutes a commercial use that causes actual and/or likely dilution of the distinctive quality of the NEO4J® Mark by lessening the capacity of the NEO4J® Mark to identify Plaintiffs, and distinguish its software products and software-related services. GFI knowingly traded on Plaintiffs' reputation and goodwill after the NEO4J® Mark had become well known.

103. As a direct and proximate result of GFI's acts and misconduct, Plaintiffs are informed and believes, and thereon alleges, that customers and prospective customers have been confused and misled, deceived and mistaken as to the source or sponsorship of GFI's

1 unauthorized software products and software-related services, and have been deterred from
 2 purchasing Neo4j USA's graph database solutions and software and related support services, in
 3 disruption of Neo4j USA's business activities.

4 104. Neo4j USA has therefore been damaged and is likely to suffer further damage in
 5 an amount to be proven at trial, but in excess of the minimum jurisdiction of this Court. In
 6 particular, Neo4j USA is entitled to, without limitation, damages for its loss of sales and
 7 goodwill, as well as recovery of any and all profit derived by GFI through its wrongful acts in an
 8 amount according to proof at trial.

9 105. As GFI's wrongful acts are likely to continue, the award of money damages alone
 10 will not adequately compensate Neo4j USA. By its use of the NEO4J® Mark, GFI has caused,
 11 and will continue to cause irreparable harm, damages and injury to Neo4j USA. Neo4j USA's
 12 injuries will continue unless restrained by order of this Court. Accordingly, Neo4j USA is
 13 entitled to preliminary and permanent injunctive relief.

14 **FOURTH CAUSE OF ACTION**

15 **UNFAIR COMPETITION – Cal. Bus. Prof. Code §§ 17200 et seq.**

16 **(By Neo4j USA Against Graph Foundation)**

17 106. Plaintiffs incorporate and reallege the allegations set forth in paragraphs 1 through
 18 105 of this complaint as though fully set forth herein.

19 107. Plaintiffs are informed and believe, and thereon allege, that GFI conducts business
 20 within California, including, without limitation, the advertising and distribution of GFI's products
 21 and services, including over GFI's interactive internet website and its Github repository on the
 22 internet.

23 108. GFI's conduct described and alleged in this Complaint constitutes unfair,
 24 unlawful, and fraudulent business practices in violation of California Business & Professions
 25 Code §§ 17200 et seq.

26 109. GFI knew or reasonably should have known that use of NEO4J® Mark deceives
 27 and/or confuses customers into believing that GFI's software and software related services are
 28 produced, endorsed, affiliated and/or associated with Plaintiffs.

110. Plaintiffs are informed and believe, and thereon allege, that GFI's misuse of the NEO4J® Mark was an intentional and deliberate attempt to trade on the Plaintiffs' goodwill.

111. As a direct and proximate result of GFI's wrongful acts, Neo4j USA is informed and believes, and thereon alleges, that customers and prospective customers have been confused and misled, deceived and mistaken as to the source or sponsorship of GFI's unauthorized software products and services, and have been deterred from purchasing and/or using Neo4j USA's Neo4j® graph database platform software and services under the NEO4J® Mark, in disruption of Neo4j USA's business activities. Neo4j USA has therefore been damaged and is likely to suffer further damage, and is entitled to the remedies available under Cal. Bus. & Prof. Code § 17200 et seq., including but not limited to injunctive relief and restoration of money or property acquired as a result of GFI's wrongful acts.

FIFTH CAUSE OF ACTION

UNAUTHORIZED DISTRIBUTION OF ALTERED COPYRIGHT MANAGEMENT

INFORMATION – 17 U.S.C. § 1202(b)

(By Plaintiffs Against All Defendants)

112. Plaintiffs incorporate and reallege the allegations set forth in paragraphs 1 through 111 of this complaint as though fully set forth herein.

113. Neo4j Sweden is the exclusive owner of the copyrights associated with all versions of NEO4J® graphing database software, including the versions of NEO4J® EE referenced herein (collectively, the "Neo4j® graph database platform"). Neo4j Sweden is the exclusive owner of the rights to license, copy or distribute and license the use of copies of the Neo4j® Graph Database Platform.

114. The Neo4j® graph database platform software is published and distributed with copyright management information that includes the owner's name, a copyright notice, and a license providing the terms and conditions for the use of these copyrighted works ("NEO4J® CMI"). Each source code file for the Neo4j® graph database platform software conspicuous displays the NEO4J® CMI, which is conveyed in connection with each such file and protected under 17 U.S.C. § 1202(b).

115. With Defendants' knowledge, encouragement and approval, Suhy intentionally copied source code files for the Neo4j® graph database platform containing NEO4J® CMI, and then intentionally altered and removed NEO4J® CMI, including licensing restrictions, in at least 28 separate source code files for the NEO4J® Software via GFI's GitHub repository. Defendants intentionally distributes these altered source code files as part of GFI's ONgDB software via their websites and GFI's Github repository with the knowledge that the NEO4J® CMI has been removed therefrom without the authorization of Neo4j Sweden.

116. With Defendants' knowledge, encouragement and approval, Suhy intentionally removed the NEO4J® CMI, and Defendants have knowingly distributed and continue to distribute altered versions of Neo4j® graph database platform with the knowledge that doing so would induce, enable, facilitate, or conceal an infringement of NEO4J Sweden's rights under the Copyright Act.

117. Plaintiffs have been injured as a result of these violations of 17 U.S.C. § 1202(b) and is entitled to injunctive relief, damages, costs, and attorneys' fees. Pursuant to 17 U.S.C. § 1203(c)(3), Neo4j Sweden may also elect to recover statutory damages for not less than \$2,500 or more than \$25,000 for each violation of 17 U.S.C. § 1202(b).

SIXTH CAUSE OF ACTION

BREACH OF LICENSE AGREEMENT

(By Neo4j Sweden Against Graph Foundation, Inc.)

118. Plaintiffs incorporate and reallege the allegations set forth in paragraphs 1 through 117 of this complaint as though fully set forth herein.

119. Neo4j Sweden has performed each of its conditions, covenants, and obligations pursuant to terms of the Neo4j Sweden Software License with GFI.

120. Neo4j Sweden granted GFI a license to use, copy and distribute the 28 source code files incorporated in NEO4J® EE version 3.5 identified above that are subject to the terms of the Neo4j Sweden Software License.

121. The Commons Clause restriction in the Neo4j Sweden Software License states:

1 The Software is provided to you by the Licensor under the License, as
 2 defined below, subject to the following condition. Without limiting other
 3 conditions in the License, the grant of rights under the License will not
 4 include, and the License does not grant to you, the right to Sell the Software.
 5 For purposes of the foregoing, "Sell" means practicing any or all of the
 6 rights granted to you under the License to provide to third parties, for a fee
 7 or other consideration, a product or service that consists, entirely or
 8 substantially, of the Software or the functionality of the Software. Any
 9 license notice or attribution required by the License must also include this
 10 Commons Cause License Condition notice.

11 122. Plaintiffs are informed and believe, and thereon allege, that GFI's ONgDB
 12 software version 3.5.x and 3.6.x releases contain at least 28 source code files that are subject to
 13 Neo4j Sweden's copyright and licensed under Neo4j Sweden Software License. GFI's removal
 14 of this provision from the license accompanying those source code files in its ONgDB releases
 15 violates the express provision in the Neo4j Sweden Software License that it be included therein.

16 123. Plaintiffs are informed and believe, and thereon allege, that GFI intentionally
 17 removed restrictions and/or caused restrictions to be removed as alleged above, so that its alter
 18 egos, GraphGrid and ARI, could distribute ONgDB software containing these 28 source code
 19 files and charge fees for hosting, consulting, support services related to the software that would
 20 otherwise be prohibited by the restrictive condition of the Neo4j Sweden Software License.

21 124. Sections 4 and Section 5 of the Neo4j Sweden Software License further requires
 22 that Neo4j Sweden's copyright notices be printed or displayed when the code is run on any and
 23 all copies of the works subject to the Neo4j Sweden Software License.

24 125. Plaintiffs are informed and believe, and thereon allege, that GFI intentionally
 25 removed and/or caused to be removed as alleged above, Neo4j Sweden's copyright notices and
 26 ownership attributions from the licenses accompanying the foregoing 28 source code files,
 27 including but not limited to the following language "The software ('Software') is developed and
 28 owned by Neo4j Sweden AB (referred to in this notice as 'Neo4j') and is subject to the terms of
 the GNU AFFERO GENERAL PUBLIC LICENSE Version 3, with the Commons Clause"

126. By GFI's actions as set forth hereinabove, GFI has substantially and materially
 breached the Neo4j Sweden Software License at least by (a) removing the additional restrictions
 and distributing unauthorized copies of NEO4J® EE and causing it to be used for the foregoing

1 commercial purposes; and (b) removing copyright notices and attributions that the underlying
 2 source code was developed and is owned by. The foregoing material breaches result in the
 3 termination of any license GFI may have to Neo4j Sweden's copyrighted source code released
 4 under the Neo4j Sweden Software License.

5 127. As a direct and proximate result of these material breaches by GFI, Neo4j Sweden
 6 is entitled to an injunction requiring GFI to cease the use, publication and distribution of Neo4j
 7 Sweden's source code licensed under the Neo4j Sweden Software License contained within
 8 ONgDB software.

9 128. Neo4j Sweden is further entitled to recover from GFI and its alter egos the
 10 damages Neo4j Sweden has sustained, including consequential damages, which it cannot fully
 11 ascertain at this time, but exceeds \$19,900,000 based on GFI's claim that as of March 29, 2019
 12 was at 1,000 downloads of its ONgDB software. Neo4j Sweden is also entitled to recover as
 13 restitution from GFI and its alter egos, any unjust enrichment, including any gains, profits, and
 14 advantages that GFI has obtained as a result of its breach of the Neo4j Sweden Software License.

15 **SEVENTH CAUSE OF ACTION**

16 **UNFAIR AND FRAUDULENT BUSINESS PRACTICES –**

17 **Cal. Bus. Prof. Code §§ 17200 et seq.**

18 **(By Plaintiffs Against All Defendants)**

19 129. Plaintiffs incorporate and reallege the allegations set forth in paragraphs 1 through
 20 128 of this complaint as though fully set forth herein.

21 130. GFI holds itself out on its website as "a nonprofit with 501(c)(3) status and its
 22 mission is to further, at no charge, the Open Source development and distribution of graph
 23 technology under a model that closely resembles that of The Linux Foundation. The ONgDB
 24 Project was created to continue forward neo4j enterprise development from the point in time that
 25 Neo4j, Inc. decided to close source the original neo4j enterprise codebase." GFI further claims
 26 on its website to "have operating costs and is being donated to heavily by sponsors like
 27 GraphGrid" and a "desire is to have many commercial entities influencing the future decisions of
 28 The Graph Foundation." GFI openly solicits and accepts monetary and in-kind donations under

1 the guises that it is “a 501(c)(3) which has nonprofit status from the IRS so any donations are tax
2 deductible by any enterprise that makes a donation.”

3 131. Plaintiffs are informed and believe, and thereon allege, that GFI does not operate
4 exclusively for exempt purposes as required by 6 U.S.C. § 501(c)(3). In particular, GFI is
5 operated for the benefit of the Nussbaum’s non-economic and economic private interests and
6 those of GraphGrid and ARI rather than the stated public purpose on GFI’s website. Plaintiffs are
7 informed and believe, and thereon allege, that GFI falsely holds itself out to be a non-profit, when
8 in fact GFI operates for the substantial non-exempt purpose of developing software for the
9 Nussbaums’ for-profit businesses, Graph Grid and ARI.

10 132. Plaintiffs are informed and believe, and thereon allege, that Defendants misuse
11 GFI’s alleged nonprofit status to solicit and deceive third parties into contributing their time and
12 expertise towards the development of ONgDB without compensating those individuals. In turn,
13 GraphGrid and ARI actively promote ONgDB as a no-cost alternative to the official Neo4j®
14 graph database platform, and in conjunction therewith offer for-profit support and other services
15 to users of ONgDB. Plaintiffs are further informed and believe, and thereon allege, that
16 Defendants intentionally removed restrictions and/or caused restrictions to be removed as alleged
17 above, so that GraphGrid and ARI could distribute ONgDB software and charge fees for hosting,
18 consulting, support services related to the software that would otherwise be prohibited by the
19 restrictive condition of the Neo4j Sweden Software License.

20 133. GFI thus promotes itself for the false altruistic purpose of the continued open
21 source development of NEO4J® Enterprise Edition software. In reality, however, GFI is being
22 used by the Nussbaums and Defendants to divert customers from licensing NEO4J® Enterprise
23 Edition and receiving support from Neo4j USA to paying Graph Grid and ARI for such support.

24 134. Plaintiffs are informed and believe, and thereon allege, that Nussbaums’ control
25 of Graph Foundation, GraphGrid and ARI enables them to profit from their affiliation without the
26 costs associated with paying software developers to develop, improve and support ONgDB.
27 Plaintiffs are also informed and believe, and thereon allege, that GFI’s operating expenses are
28 paid for by GraphGrid and ARI under the guise of tax-deductible donations, which in turn allows

1 GraphGrid and ARI to reduce their tax burden on the profits they earn in promoting ONgDB and
 2 related services they provide to users of ONgDB. This is pure fiction as each share the same
 3 address and are all owned and controlled by the Nussbaums, where they serve as officers and
 4 directors of Graph Foundation, GraphGrid and ARI.

5 135. The foregoing fraudulent scheme allows GFI and its alter egos, GraphGrid and
 6 ARI, to unfairly compete with Neo4j USA in the marketplace.

7 136. As a direct and proximate result of Defendants' wrongful acts, Plaintiffs are
 8 informed and believe, and thereon allege, that customers and prospective customers have been
 9 confused and misled, deceived and mistaken as to the nature of Graph Foundation's business, its
 10 true affiliation with GraphGrid and ARI, and have been deterred from purchasing and/or using
 11 Plaintiff's software and services under the NEO4J® Mark, in disruption of Plaintiff's business
 12 activities. Plaintiff has therefore been damaged and is likely to suffer further damage, and is
 13 entitled to the remedies available under Cal. Bus. & Prof. Code § 17200 et seq., including but not
 14 limited to injunctive relief and restoration of money or property acquired as a result of
 15 Defendants' wrongful acts.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

18 1. For compensatory damages in an amount to be proven at trial, and that the amount
 19 of damages for infringement of the NEO4J® Mark be increased by a sum not exceeding three
 20 times the amount thereof as provided by 15 U.S.C. § 1117;

21 2. For an award of all profits heretofore realized by Defendants during its infringing
 22 use of the NEO4J® Mark pursuant to 15 U.S.C. § 1117 and other applicable laws and statutes;

23 3. For reasonable attorneys' fees and costs pursuant to 15 U.S.C. § 1117 as this is an
 24 exceptional case and/or 18 U.S.C. § 2520(b)(3);

25 4. Disgorgement and restitution of Defendants' ill-gotten gains as provided by Cal.
 26 Bus. & Prof. Code § 17203;

27 5. For a preliminary and permanent injunction restraining Defendants, their officers,
 28 agents, servants, employees, attorneys, confederates, and all persons acting for, with, by through,

1 under, or in active concert with them temporarily, preliminarily, and permanently enjoined and
2 restrained from use of the NEO4J® Mark;

3 6. For injunctive relief, costs, and attorneys' fees pursuant to 17 U.S.C. § 1203(b);

4 7. For actual damages according to proof, but in no less than the amount of
5 \$19,900,000, or in the alternative statutory damages for not less than \$2,500 or more than
6 \$25,000 for each violation of 17 U.S.C. § 1202(b), pursuant to 17 U.S.C. § 1203(c);

7 8. For contractual damages in an amount according to proof, but no less than
8 \$19,900,000.

9 9. For a preliminary and permanent injunction restraining Defendants, their officers,
10 agents, servants, employees, attorneys, confederates, and all persons acting for, with, by through,
11 under, or in active concert with them temporarily, preliminarily, and permanently enjoined and
12 restrained from copying, distributing and/or modifying software subject to the Neo4j Sweden
13 Software License.

14 10. For interest as allowed by law;

15 11. For cost of suit herein incurred; and

16 12. For such other and further relief as this Court may deem proper.

17 Dated: July 16, 2020

HOPKINS & CARLEY
A Law Corporation

19 By: /s/ Jeffrey M. Ratinoff

20 John V. Picone III
21 Jeffrey M. Ratinoff
22 Cary Chen
Attorneys for Plaintiffs
NEO4J, INC. and NEO4J SWEDEN AB

DEMAND FOR JURY TRIAL

Plaintiff Neo4j, Inc. hereby demands trial by jury for all causes of action presented herein pursuant to Fed. R. Civ. P. 38.

Dated: July 16, 2020

HOPKINS & CARLEY
A Law Corporation

By: /s/ Jeffrey M. Ratinoff

John V. Picone III
Jeffrey M. Ratinoff
Cary Chien
Attorneys for Plaintiffs
NEO4J, INC. and NEO4J SWEDEN AB

Exhibit 1



HELP ⓘ

MENU ☰

[Home](#) > [Tax Exempt Organization Search](#) > **Graph Foundation Inc.**[< Back to Search Results](#)

Graph Foundation Inc.

EIN: 83-1013204 | Wooster, OH, United States

> Other Names

GRAPH FOUNDATION INC

Determination Letter ⓘ

A favorable determination letter is issued by the IRS if an organization meets the requirements for tax-exempt status under the Code section the organization applied.

Determination Letter: [Determination Letter](#)

Publication 78 Data ⓘ

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes**Deductibility Code:** PC

Form 990-N (e-Postcard) ⓘ

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than \$50,000 fall into this category.

➤ **Tax Year 2019 Form 990-N (e-Postcard)**

Tax Period:

2019 (01/01/2019 - 12/31/2019)

EIN:

83-1013204

Legal Name (Doing Business as):

Graph Foundation Inc

Mailing Address:

111 S BUCKEYE ST SUITE LL1
WOOSTER, OH 44691
United States

Principal Officer's Name and Address:

BRADLEY NUSSBAUM

111 S BUCKEYE ST SUITE LL1
WOOSTER, OH 44691
United States

Gross receipts not greater than:

\$50,000

Organization has terminated:

No

Website URL:

➤ **Tax Year 2018 Form 990-N (e-Postcard)**

Tax Period:

2018 (01/01/2018 - 12/31/2018)

EIN:

83-1013204

Legal Name (Doing Business as):

Graph Foundation Inc

Mailing Address:

111 S BUCKEYE ST SUITE LL1
WOOSTER, OH 44691
United States

111 S BUCKEYE ST SUITE LL1
WOOSTER, OH 44691
United States

Gross receipts not greater than:
\$50,000

Organization has terminated:
No

Website URL:

Page Last Reviewed or Updated: 6-Sept-2019

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Our Agency

About IRS

Work at IRS

Help

Contact Your Local
Office

Tax Stats, Facts &
Figures

Know Your Rights

Taxpayer Bill of
Rights

Taxpayer Advocate
Service

Accessibility

Civil Rights

Freedom of
Information Act

No Fear Act

Privacy Policy

Resolve an Issue

Respond to a Notice

Office of Appeals

Identity Theft
Protection

Report Phishing

Tax Fraud & Abuse

Other Languages

Español

中文

한국어

Русский

Tiếng Việt

Related Sites

U.S. Treasury

Treasury Inspector
General for Tax
Administration

USA.gov

Exhibit 2

The Graph Foundation

Open Graph Technology for Public Good

Menu

The Graph Foundation

The mission of Graph Foundation, a not for profit corporation, is to further, at no charge, the Open Source development and distribution of graph technology in the areas of software, storage, networking, clustering, parallel and distributed computation, query processing, analytics, visualization, machine learning, artificial intelligence and cloud accessibility, while serving the community with mentoring, leadership and vision for a healthy graph ecosystem.

WHAT IS THE GRAPH FOUNDATION?

Established in 2018, The Graph Foundation is a US 501(c)(3) charitable organization, funded by individual donations and corporate sponsors. Our all-volunteer board oversees leading graph Open Source projects, including ONgDB — the world's most popular graph database.

The Graph Foundation provides an established framework for intellectual property and financial contributions that simultaneously limits potential legal exposure for our project committers. Through The Graph Foundation's meritocratic process, individual Members and Committers can successfully collaborate to develop freely available enterprise-grade software, benefiting users worldwide through software solutions distributed under Open Source Licenses; and the community actively participates in mailing lists, mentoring initiatives, conferences and user trainings.

HOW WILL THE GRAPH FOUNDATION GROW?

The Graph Foundation was incorporated in 2018 as a membership-based, not-for-profit corporation in order to ensure that Graph Foundation projects continue to exist beyond the participation of individual volunteers. Individuals who have demonstrated a commitment to collaborative open-source software development, through sustained participation and contributions within the Foundation's projects, are eligible for membership in The Graph Foundation. An individual is awarded membership after nomination and approval by a majority of the existing Graph Foundation members. Thus, The Graph Foundation is governed by the community it most directly serves — the people collaborating within its projects.

HOW ARE GRAPH FOUNDATION PROJECTS GOVERNED?

The Graph Foundation members periodically elect a Board of Directors to manage the organizational affairs of the Foundation, as accorded by The Graph Foundation Bylaws. The Board, in turn, appoints a number of officers to oversee the day-to-day operations of the Foundation. A number of public records of our operation are made available to the community. A more detailed explanation of How The Graph Foundation works in terms of day to day operations is available, and the Community Development projects are planned to help newcomers learn more about The Graph Foundation.

Individual Graph Foundation projects are in turn governed directly by Project Management Committees (PMC) made up of individuals who have shown merit and leadership within those projects. There are detailed descriptions of Graph Foundation and project governance models.

WHO RUNS THE GRAPH FOUNDATION?

The membership of The Graph Foundation elects the board to run the Foundation and to set and ensure policy. The directors of the board are:

| | | |
|------------------|-------------------|----------------|
| Bradley Nussbaum | Benjamin Nussbaum | John Mark Suhy |
|------------------|-------------------|----------------|

The Board has appointed the following corporate officers of The Graph Foundation:

| Office | Individual |
|----------------------|-------------------|
| Chairman | Bradley Nussbaum |
| Vice Chairman | Benjamin Nussbaum |
| President | Bradley Nussbaum |
| Vice President | Benjamin Nussbaum |
| Secretary | Joan Nussbaum |
| Assistance Secretary | Ray Nussbaum |
| Treasurer | Joan Nussbaum |
| Assistant Treasurer | Ray Nussbaum |

The Graph Foundation is a collaborative effort of our Members. Our goal is to build and sustain the literal foundation upon which our open-source software projects are based.

Pages

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[Projects](#)

- [Heimdall](#)
- [Open Native Graph DB \(ONgDB\)](#)
 - [ONgDB Releases](#)
 - [ONgDB 3.4.11](#)
 - [ONgDB 3.4.12](#)
 - [ONgDB 3.4.9](#)
 - [ONgDB 3.5.1](#)
 - [ONgDB 3.5.3](#)
 - [ONgDB 3.5.4](#)

[Support TGF](#)

- [Donations](#)
- [Sponsorship](#)
- [Thanks](#)

[The Graph Foundation](#)

- [Public Records](#)
 - [Articles of Incorporation](#)
 - [Code of Regulations](#)

Site Search

Support GF Today!

**Donate**

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Exhibit 3

The Graph Foundation

Open Graph Technology for Public Good

Menu

The Graph Foundation

The mission of Graph Foundation, a not for profit corporation, is to further, at no charge, the Open Source development and distribution of graph technology in the areas of software, storage, networking, clustering, parallel and distributed computation, query processing, analytics, visualization, machine learning, artificial intelligence and cloud accessibility, while serving the community with mentoring, leadership and vision for a healthy graph ecosystem.

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Pages

Accessibility

Get Involved

Graph Community

Mission

Projects

- **Heimdall**
- **ONgDB (Open Native Graph DB)**
 - **ONgDB Releases**
 - **ONgDB 3.4.11**
 - **ONgDB 3.4.12**
 - **ONgDB 3.4.15**
 - **ONgDB 3.4.17**
 - **ONgDB 3.4.9**
 - **ONgDB 3.5.1**
 - **ONgDB 3.5.11**
 - **ONgDB 3.5.12**
 - **ONgDB 3.5.14**
 - **ONgDB 3.5.15**
 - **ONgDB 3.5.16**
 - **ONgDB 3.5.17**
 - **ONgDB 3.5.3**
 - **ONgDB 3.5.4**
 - **ONgDB 3.6.0.M1**
 - **ONgDB 3.6.0.M2**
 - **ONgDB 3.6.0.RC1**

Support TGF

- **Donations**
- **Sponsorship**

- **Thanks**

The Graph Foundation

- **Public Records**
 - **Articles of Incorporation**
 - **Code of Regulations**

Site Search

Support GF Today!



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Exhibit 4

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM502628

| | | | |
|---|--|----------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AtomRain LLC | | 12/06/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | GraphGrid, Inc. | | |
| Street Address: | 111 S. Buckeye St., Ste LL1 | | |
| City: | Wooster | | |
| State/Country: | OHIO | | |
| Postal Code: | 44691-4380 | | |
| Entity Type: | Corporation: OHIO | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5285980 | GRAPHGRID | |
| Registration Number: | 5291003 | | |
| Registration Number: | 5431198 | THE CONNECTED GOVERNMENT | |
| Registration Number: | 5290583 | SOLUTIONS FOR A CONNECTED WORLD | |
| Registration Number: | 5415740 | INNOVATION FOR A CONNECTED WORLD | |
| Registration Number: | 5431231 | GRAPH THINKING | |
| Registration Number: | 5426176 | GRAPH DATA ARCHITECTURE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 330-466-4880 | | |
| Email: | tm@atomrain.com | | |
| Correspondent Name: | AtomRain LLC | | |
| Address Line 1: | 111 S. Buckeye St., Ste LL1 | | |
| Address Line 4: | Wooster, OHIO 44691-4380 | | |
| NAME OF SUBMITTER: | Joan Nussbaum | | |
| SIGNATURE: | /jmn/ | | |
| DATE SIGNED: | 12/19/2018 | | |

OP \$190.00 5285980

Total Attachments: 1

source=AtomRain LLC Trademarks Assignment Agreement 2018-12-06#page1.tif

ATOMRAIN LLC TRADEMARKS ASSIGNMENT AGREEMENT

This assignment agreement is made and will be effective on December 6, 2018, between AtomRain LLC, a Delaware LLC with primary office at 111 S. Buckeye St., Ste LL1, Wooster, Ohio, 44691 and GraphGrid, Inc., an Ohio corporation with primary office at 111 S. Buckeye St., Ste LL1, Wooster, Ohio 44691.

AtomRain LLC will assign the following trademarks to GraphGrid, Inc.:

"GraphGrid" word trademark, Registration No. 5,285,980

GraphGrid Logo trademark, Registration No. 5,291,003

"The Connected Government" word trademark, Registration No. 5,431,198

"Solutions for a Connected World" word trademark, Registration No. 5,290,583

"Innovation for a Connected World" word trademark, Registration No. 5,415,740

"Graph Thinking" word trademark, Registration No. 5,431,231

"Graph Data Architecture" word trademark, Registration No. 5,426,176

GraphGrid, Inc. will pay the fees charged by USPTO for the assignment.

AtomRain LLC

By: 

Name: Bradley Nussbaum

Title: Managing Member

By: 

Name: Benjamin Nussbaum

Title: Member

By: 

Name: Ray Nussbaum

Title: Member

GraphGrid, Inc.

By: 

Name: Bradley Nussbaum

Title: President

By: 

Name: Benjamin Nussbaum

Title: Vice-President

Exhibit 5



GRAPHGRID CONNECTED INTELLIGENCE PLATFORM

Bringing you the power of Knowledge Graphs + AI

The [GraphGrid Connected Data Platform](#) is a Platform-as-a-Service (PaaS) offering built around [ONgDB](#), a fully open source fork of Neo4j Enterprise, the world's leading [graph database](#).



We believe that the future of data within the enterprise is a

connected one because it is when your data entities are connected with **contextually relevant relationships** to each other that you'll form a holistic view of your business and be able to make **better decisions** on strategy and direction from those insights.

[GraphGrid](#) enables enterprises to quickly derive more value from their data by being able to leverage a secure, flexible and

scalable foundation for integrating ONgDB into their data architecture.

Enterprises Key Benefits:

- Security first architecture to keep your data safe
- Globally distributed deployments keep you near your customers
- Highly available architecture with automatic failover to keep you operational in the face of disaster
- Write-optimized data pipeline provides rapid and continuous data integration to keep your data current
- Native graph compute frameworks provide connected-data analysis to keep your business informed and moving forward

As contributors to the leading open source native graph database ONgDB, we walk with you from information and solution architecture through development and operations to help you gain more insights from your data by connecting it into a powerful graph data model.

Approach

Expertise

Experience

Products

Services

Government

info@atomrain.com

Wooster, OH

Use Cases

Ask an Owner

Broadcast Cloud

Ad Cloud

Patient Decision Support

Sign up for newsletter

Social Media



Exhibit 6



ONgDB Software Support Terms

Last updated: May 4, 2018

Support Duration

GraphGrid commits to supporting and patching stable, generally available (GA) releases of the ONgDB software (<https://www.graphfoundation.org/projects/ongdb/>) that have undergone GraphGrid's full release testing ("Software") up to 18 months from date of release. For support of versions beyond 18 months post-release, please contact GraphGrid Support Management.

Upgrade Compatibility

Releases of the Software are versioned using a major and minor numbering system, where major releases are designated by a numeral before the first point (e.g. version 1, 2, 3), minor releases are designated by a numeral after the first point (e.g. version 1.1, 1.2, 1.3), and patch releases designated by a numeral after the second decimal point (e.g. 1.1.1, 1.1.2, 1.1.3). GraphGrid will use commercially reasonable efforts to ensure all features and functions remain compatible between updates with the same major and minor version. GraphGrid may remove or modify features between major and minor versions of the Software. Features indicated in code or documentation as DEPRECATED or PROVISIONAL are the most likely to be removed or modified. APIs marked as DEPRECATED in any release of the Software will typically be removed in the subsequent major release of the Software.

Definition of Support

- GraphGrid offers support at the following levels:
 - **Premium Support** includes support on a 24x7 basis for Severity 1 issues via telephone, email, and web.
 - **Advanced Support** includes extended business hours support for Severity 1 issues via telephone, email, and web.

- As used throughout these GraphGrid Software Support Terms:
 - business hours means 8am-6pm Monday through Friday, excluding national holidays, in the U.S. Eastern (EST) time zone
 - extended business hours means 6am-10pm Monday through Friday, excluding national holidays, in the U.S. Eastern (EST) time zone
- Access to the GraphGrid Support Center available at <https://support.graphgrid.com/>, for the customer's nominated technical representative(s).
- Technical support with service requests, based on severity and escalation guidelines indicated below.
- Access to supported releases of the Software, including general maintenance releases and documentation updates.
- Access to upgrade tools and documented processes, as well as technical assistance, for upgrading between supported stable releases of the Software.
- Development of compatible updates to the Software, where commercially reasonable, for the purpose of addressing Severity 1 and Severity 2 issues identified in the Software release for a minimum period of six (6) months from the date a new release of the Software is made. Updates may be provided in the form of an API-compatible minor or patch release, or as otherwise specified by GraphGrid Support.

Support Documentation

- Requests for support will be logged and managed in the GraphGrid Support Service system. All outstanding and resolved requests relating to the customer account will be visible in this system to the nominated technical representative(s) of the account.
- Stable releases will be accompanied by release notes, detailing changes and issues resolved from the previous stable release.
- General issues and resolutions will be available through the community issue tracking systems, publicly available on github.com.

First and Second Line Support

The customer is expected to manage "First Line Support" services for their own users and customers. This support shall provide direct responses to all requests raised by users regarding the Software, including issues relating to

If, after reasonable commercial efforts, the customer is unable to diagnose or resolve problems or issues in the Software, the customer may then contact GraphGrid for “Second Line Support” that includes Service Levels 2 through 4 below. The customer must use all commercially reasonable efforts to provide GraphGrid with the necessary access required (e.g. access to servers, copies of on-disk data stores, log files, etc.) to verify that observed issues originate in the Software and to provide Second Line Support.

Severity Definitions

All service requests should be submitted online by the customer’s nominated technical representative(s), using the GraphGrid Support Service system. The severity level may be initially selected by the customer however GraphGrid shall have the ultimate discretion to determine the severity level, which will be based on the following severity definitions:

Severity 1

The production use of the Software is stopped or so severely impacted that the user of the Software cannot reasonably continue work. The user of the Software is experiencing a complete loss of service. The operation is mission critical to the business and the situation is an emergency.

A Severity 1 service request has one or more of the following characteristics:

- Data corrupted
- A critical documented function is not available
- System hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- System crashes, and crashes repeatedly after restart attempts

Severity 1 classification will not be used for any service request relating to embedded deployments of Software, unless the customer can clearly demonstrate that the issue originates in the Software.

GraphGrid will use all commercially reasonable efforts to respond to Severity 1 service requests within one (1) hour. When GraphGrid agrees that the issue is Severity 1, GraphGrid will employ all commercially reasonable efforts to resolve the issue, including the engagement of engineers on a 24x7 basis as long as useful progress can be made. While a Severity 1 service request remains active, GraphGrid will assign a designated point of contact to the customer who will be available within the customer’s business hours. During this same period, the customer is expected to provide GraphGrid with a contact, available 24x7 and reachable via email and phone, to assist with data gathering, testing, and applying fixes. The customer will make all commercially reasonable efforts to provide

The customer is requested to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from GraphGrid.

Severity 2

The user of the Software is experiencing a severe loss of service. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion. The operation is mission critical to the business.

GraphGrid will use all commercially reasonable efforts to respond to Severity 2 service requests within four (4) business hours*. When GraphGrid agrees that the issue is Severity 2, GraphGrid will employ all commercially reasonable efforts to resolve the issue, including the engagement of engineers within local business hours of the customers region, until the issue is resolved or as long as useful progress can be made. Whilst a Severity 2 service requests remains active, GraphGrid will assign a designated point of contact to the customer, who will be available within local business hours*. During this same period, the customer is expected to provide GraphGrid with a contact, available within their local business hours and reachable via email, to assist with data gathering, testing, and applying fixes. The customer will make all commercially reasonable efforts to provide GraphGrid with the necessary access and materials (e.g. access to servers, copies of on-disk data stores, log files, etc.). Where access cannot be provided or issues cannot be replicated in a timely manner, GraphGrid will be unable to guarantee the quality of support and cannot be held accountable for delay in resolution.

*(US Pacific time zone (PST), or US Eastern time zone (EST) based on the GraphGrid office located closest to customer)

Severity 3

The user of the Software is experiencing a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality.

Severity 4

The customer requests information, an enhancement, or documentation clarification regarding the Software but there is no impact on the operation of the Software. The user of the Software is experiencing no loss of service. The result does not impede the operation of a system.

Response and Escalation Guidelines

Guidelines for service requests escalation from customer's First Line Support to GraphGrid's Second Line Support

Support” above.

Level 2: A GraphGrid engineer receives information on an issue and analyzes the symptoms. They will engage in basic troubleshooting practices, and propose solutions or further investigative actions accordingly.

Level 3: At this level, resources and measures not prescribed in Level 2 will be utilized. An analysis approach will be proposed, and GraphGrid engineers will conduct advanced troubleshooting and analysis in collaboration with assigned customer engineers. Investigative actions will be prioritized and managed in order to best uncover and remedy the issue. As described above, the customer is expected to make all commercially reasonable efforts to provide GraphGrid with access to systems and materials (log files, etc.) as required to diagnose and reproduce the issue.

Level 4: The most critical issues are addressed at this level. All information and actions taken in Level 2 and 3 are shared with the GraphGrid product engineering team, who engage in further research and analysis and then propose solutions to be developed and provide detailed estimates for delivery. For support requests of severity 1-2, reasonable commercial effort will be made to provide compatible updates to previous stable Software releases, where those releases are less than six (6) months older than the date of the most recent stable Software release. When a compatible update is not available, the customer will be provided assistance in preparing their system(s) for upgrade to a recent stable Software release.

Escalation between service levels 2-4 will be made at the discretion of GraphGrid, based on the results of investigation into the issue.

Changes to Software Support Terms

GraphGrid reserves the right to change, alter, replace or otherwise modify these Software Support Terms at any time. The date of last modification is stated at the end of these Software Support Terms.

Last modified: May 4, 2018

GraphGrid

[Products](#)

Contact Us

[✉ hello@graphgrid.com](mailto:hello@graphgrid.com)

-
- Government
-
- Solutions
-
- Getting Started
-
- Marketplace
-
- Company

Also, check out our:

-
- GDS Pricing
-
- Global Deployments
-
- Support Plans
-
- Site Terms
-
- Privacy

Find us on social media



Exhibit 7

The Graph Foundation

Open Graph Technology for Public Good

Menu

Thanks

Graph Foundation could not exist without the continued generous support from the community. We would like to take this opportunity to thank our Sponsors and Contributors. If you are interested in sponsoring TGF, please read our [sponsorship page](#).

FINANCIAL SPONSORS

GrapheneDB



GraphGrid, Inc.



AtomRain, Inc.



TARGETED SPONSORS

GF Targeted Sponsors provide the Foundation with contributions for specific activities, programs projects, such as donating cloud services, funding a project engineer, providing legal services, offering a community member benefit, or something entirely new. It's the Graph Foundation way of recognizing the sponsors that we rely on every day outside of and often in addition to funding our general operations.

iGov Solutions

INDIVIDUAL DONATIONS

Graph Foundation receives many smaller donations from individuals. More details are available on our [donations page](#).

We would like to thank all of our individual donors for their support of our work, and for their willingness to contribute with only this as recognition for their generosity.

CONTRIBUTORS

Graph Foundation receives open source contributions from individuals and organizations. More details are available on our [get involved page](#).

We would like to thank all of our individual contributors for their open source support work. Without your efforts our mission would not be possible. Thank you!

Pages

[Accessibility](#)

[Get Involved](#)

[Graph Community](#)

Mission

Projects

- **Heimdall**
- **ONgDB (Open Native Graph DB)**
 - **ONgDB Releases**
 - **ONgDB 3.4.11**
 - **ONgDB 3.4.12**
 - **ONgDB 3.4.15**
 - **ONgDB 3.4.17**
 - **ONgDB 3.4.9**
 - **ONgDB 3.5.1**
 - **ONgDB 3.5.11**
 - **ONgDB 3.5.12**
 - **ONgDB 3.5.14**
 - **ONgDB 3.5.15**
 - **ONgDB 3.5.16**
 - **ONgDB 3.5.17**
 - **ONgDB 3.5.3**
 - **ONgDB 3.5.4**
 - **ONgDB 3.6.0.M1**
 - **ONgDB 3.6.0.M2**
 - **ONgDB 3.6.0.RC1**

Support TGF

- **Donations**
- **Sponsorship**
- **Thanks**

The Graph Foundation

- **Public Records**
 - **Articles of Incorporation**
 - **Code of Regulations**

Site Search

Support GF Today!



Copyright © 2020 Graph Foundation, Inc.

Exhibit 8



| DATE | DOCUMENT ID | DESCRIPTION | FILING | EXPED | CERT | COPY |
|------------|--------------|---|--------|-------|------|------|
| 12/20/2017 | 201735401800 | FOREIGN FOR PROFIT CORPORATION - LICENSE (FLF) | 99.00 | 0.00 | 0.00 | 0.00 |

Receipt

This is not a bill. Please do not remit payment.

ATOMRAIN INC
JOAN NUSSBAUM
111 S BUCKEYE ST SUITE LL
WOOSTER, OH 44691

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted
4112285

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
ATOMRAIN INC.

and, that said business records show the filing and recording of:

Document(s)

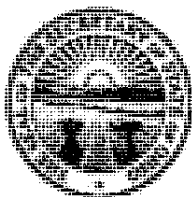
FOREIGN FOR PROFIT CORPORATION - LICENSE

Effective Date: 12/18/2017

Document No(s):

201735401800

Authorization to transact business in Ohio is hereby given, until surrender, expiration or cancellation of this license.



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
20th day of December, A.D. 2017.

Ohio Secretary of State

Form 530A Prescribed by:

JON HUSTED
Ohio Secretary of StateToll Free: (877) SOS-FILE (877-767-3453)
Central Ohio: (614) 466-3910www.OhioSecretaryofState.gov
busserv@OhioSecretaryofState.gov

File online or for more information: www.OHBusinessCentral.com

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 670
Columbus, OH 43216Expedite Filing (Two business day processing time.
Requires an additional \$100.00)P.O. Box 1390
Columbus, OH 43216

For screen readers, follow instructions located at this path.

Foreign For-Profit Corporation Application for License**Filing Fee: \$99****(151-FLF)****Form Must Be Typed**

RECEIVED

JUL 16 2017

The application is made to procure a ☒ Permanent License ☐ Temporary License (valid for six months)

Attach Certificate of Good Standing from the jurisdiction of formation (see instructions)

Name of Corporation **ATOMRAIN INC.**

(Name must match the name on the Certificate of Good Standing)

Assumed name under which the corporation will do business, if its corporate name is not available in Ohio
(Must attach "Resolution of Foreign Corporation to Qualify Under An Assumed Name" Form 591)Under the Laws of the Jurisdiction of
(Jurisdiction of Formation)

NV

USA

State Country

Date of Incorporation in Jurisdiction of Formation

3/10/2009

Date of Incorporation

The location of the principal office is:

111 S. Buckeye St., Suite LL-1

Mailing Address

Wooster

OH

USA

44691

City

State

Country

ZIP Code

If the principal office is located outside Ohio, provide a location in Ohio, if one exists.

Mailing Address

City

State

ZIP Code

A brief summary of the corporate purpose(s) to be exercised within Ohio

Custom software development

Appointment of Agent

The corporation hereby appoints the following as its statutory agent upon whom process against the corporation may be served in Ohio.

Ray Nussbaum

Agent Name

2909 Kidron Rd.

Mailing Address

Orrville

City

OH

State

44691

ZIP Code

The entity above irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the Ohio Secretary of State if:

- A. an agent is not appointed, or
- B. an agent is appointed but the authority of that agent has been revoked, or
- C. the agent cannot be found or served after the exercise of reasonable diligence.

Pursuant to Ohio Revised Code 1703.29(A), a foreign corporation may be required to pay an additional \$250 fee if the application is being made to enable the corporation to prosecute or defend a legal action. Please see the Ohio Revised Code or Instructions for more information.

☒ No, the corporation is not filing for this purpose and an additional fee is not included.

☐ Yes, the application is being filed for this purpose and the additional \$250 fee is included with the filing fee.

If yes then:

Pursuant to Ohio Revised Code 1703.29 (B), a foreign corporation that began transacting business in Ohio **prior to 2009** without a license may be required to provide a certificate from the tax commissioner which states that the corporation has paid all franchise taxes which it should have paid had it qualified to do business in this state.

Did the corporation begin transacting business in Ohio prior to 2009 without obtaining a license?

☐ Yes, the Certificate of Tax Clearance from the tax commissioner is attached.

☒ No, the corporation began transacting business in 2009 or later, therefore, a Certificate of Tax Clearance is not required.

Joan Nussbaum
Name of Officer

, being first duly sworn, deposes and says that he/she is the

Sec.-Treas. of AtomRain Inc.
Officer Title Corporation

the corporation described in the foregoing application, and that the statements contained in said application are true and correct to best of my knowledge and belief.

Name

Joan Nussbaum

Signature

JN-ssb

Sworn before me and subscribed on

12-11-17

Date

Valerie Schaffter

Notary Public

NOTARY SEAL



VALERIE SCHAFFTER
Notary Public - State of Ohio
My Commission Expires
March 10, 2019

Expiration Date of Notary's Commission

March 10, 2019
Date

SECRETARY OF STATE

**CERTIFICATE OF EXISTENCE
WITH STATUS IN GOOD STANDING**

I, Barbara K. Cegavske, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **ATOMRAIN INC.**, as a corporation duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since March 10, 2009, and is in good standing in this state.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on December 9, 2017.

Barbara K. Cegavske

Barbara K. Cegavske
Secretary of State

Electronic Certificate
Certificate Number: C20171209-0043
You may verify this electronic certificate
online at <http://www.nvsos.gov/>

Exhibit 9

ENTITY INFORMATION**ENTITY INFORMATION****Entity Name:**

ATOMRAIN INC.

Entity Number:

E0121322009-7

Entity Type:

Domestic Corporation (78)

Entity Status:

Active

Formation Date:

03/10/2009

NV Business ID:

NV20091325293

Termination Date:

Perpetual

Annual Report Due Date:

3/31/2021

REGISTERED AGENT INFORMATION**Name of Individual or Legal Entity:**

UNITED STATES CORPORATION AGENTS, INC.

Status:

Active

CRA Agent Entity Type:

Registered Agent Type:

Commercial Registered Agent

NV Business ID:

NV20181453530

Office or Position:

Jurisdiction:

NEVADA

Street Address:

500 N. Rainbow Blvd. Ste. 300 A, Las Vegas, NV, 89107, USA

Mailing Address:

Individual with Authority to Act:

Cheyenne Moseley

Fictitious Website or Domain Name:

OFFICER INFORMATION

☐ VIEW HISTORICAL DATA

| Title | Name | Address | Last Updated | Status |
|-----------|---------------------|--|--------------|--------|
| President | BENJAMIN E NUSSBAUM | 2909 KIDRON RD., ORRVILLE, OH, 44667 - 9603, USA | 03/14/2019 | Active |
| Secretary | JOAN M NUSSBAUM | 2909 KIDRON RD, ORRVILLE, OH, 44667 - 9603, USA | 03/14/2019 | Active |
| Treasurer | JOAN M NUSSBAUM | 2909 KIDRON RD, ORRVILLE, OH, 44667 - 9603, USA | 03/14/2019 | Active |
| Director | BRADLEY P NUSSBAUM | 1679 LAKEWOOD, WOOSTER, OH, 44691, USA | 03/14/2019 | Active |
| Director | BENJAMIN E NUSSBAUM | 2909 KIDRON RD., ORRVILLE, OH, 44667 - 9603, USA | 03/14/2019 | Active |

Page 1 of 1, records 1 to 5 of 5

CURRENT SHARES

| Class/Series | Type | Share Number | Value |
|---|------------|--------------|----------------|
| | Authorized | 1,000,000 | 0.001000000000 |
| Page 1 of 1, records 1 to 1 of 1 | | | |
| Number of No Par Value Shares: | | | |
| 0 | | | |
| Total Authorized Capital: | | | |
| 1,000 | | | |
| Filing HistoryName HistoryMergers/Conversions | | | |

Return to Search

Return to Results

Exhibit 10



EXPERT GRAPH ENGINEERING GETS YOUR PROJECT DONE FASTER, CLEANER AND SMARTER

Learn from our engineering team that builds the leading
open source graph database ONgDB (fork of Neo4j Enterprise)



OUR EXPERIENCE GIVES YOU AN EDGE





OUR GRAPH DOMAIN KNOWLEDGE MAKES YOU SMARTER

We've acquired deep domain expertise over the years solving hard engineering problems with our customers

- Data Lineage
- Recommendation Engines
- Customer 360
- Contextual IAM
- Business Optimization
- IoT Security
- Logistics & Transportation
- Financial Fraud
- Illicit Finance (AML/KYC)
- Intelligence Gathering
- Cloud Resource Management
- Personalize Healthcare
- Customer Journeys
- Cyber Threat Intelligence
- Requirements Management

ACCESS TO LEADING GRAPH DATABASE SPECIALISTS

AtomRain is a leading solution provider of ONgDB (open source fork of Neo4j Enterprise)

We walk with you from making the **business use case** through to the completed integration of ONgDB **into your enterprise** architecture and applications including fully managed DevOps and ongoing operations with our SREs.

By having our **certified Neo4j/ONgDB professional** software engineers collaborating closely with you, you'll be able to maximize the **business and technical benefits** of the world's most popular open source graph database.

OUR EXPERTS HELP YOU BUILD ON SMART PLATFORMS TO LEVERAGE KNOWLEDGE GRAPHS AND AI

Harness contextualized data to move your innovative solution ahead of the competition

Read More

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- Experience
- Products
- Services
- Government

Use Cases

- Ask an Owner
- Broadcast Cloud
- Ad Cloud
- Patient Decision Support

Contact info

- +1 (310) 584-7826
- info@atomrain.com
- Wooster, OH

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Exhibit 11



GRAPHGRID CONNECTED INTELLIGENCE PLATFORM

Bringing you the power of Knowledge Graphs + AI

The [GraphGrid Connected Data Platform](#) is a Platform-as-a-Service (PaaS) offering built around [ONgDB](#), a fully open source fork of Neo4j Enterprise, the world's leading [graph database](#).



We believe that the future of data within the enterprise is a

connected one because it is when your data entities are connected with **contextually relevant relationships** to each other that you'll form a holistic view of your business and be able to make **better decisions** on strategy and direction from those insights.

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- Highly available architecture with automatic failover to keep you operational in the face of disaster
- Write-optimized data pipeline provides rapid and continuous data integration to keep your data current
- Native graph compute frameworks provide connected-data analysis to keep your business informed and moving forward

As contributors to the leading open source native graph database ONgDB, we walk with you from information and solution architecture through development and operations to help you gain more insights from your data by connecting it into a powerful graph data model.

Approach

Expertise

Experience

Products

Services

Government

☐ info@atomrain.com

☐ Wooster, OH

Use Cases

Ask an Owner

Broadcast Cloud

Ad Cloud

Patient Decision Support

Sign up for newsletter

Social Media



Exhibit 12

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Benjamin Nussbaum



Benjamin Nussbaum

Technology Entrepreneur, Software Architect

Los Angeles, California · 500+ connections

[Sign in to Connect](#)

GraphGrid, Inc.



University of Southern California



Websites

About

Benjamin brings to the table over 20 years of software architecture and engineering, server infrastructure, database design and technology innovation experience with implementation expertise in enterprise financial, media, medical and automotive software on web, mobile and desktop devices. Benjamin attended the University of Southern California where he studied Computer Engineering and Computer Science in the Viterbi School of Engineering. His research endeavors in emerging technologies include high performance computing, artificial intelligence, big data analytics and neural computing.

Benjamin is a visionary whose strengths are in enterprise solution architecture, continuous delivery infrastructure, complex technology implementation strategy fulfillment and product concept comprehension and communication. His pursuit of excellence has motivated his research into emerging technologies and it is with unyielding determination, unwavering will and unrelenting standards that he executes his duties as Chief Technical Officer at AtomRain to provide AtomRain with clear direction in navigating technology advancements, keeping AtomRain at the forefront wielding technologies that allow the team to consistently and efficiently deliver the best engineering solutions.

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Benjamin Nussbaum

Architecture and development of highly available, scalable and distributed enterprise application services.

Activity



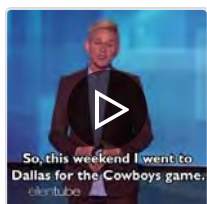
We're excited to announce our integration with #salesforce.com.

Liked by Benjamin Nussbaum



14 additional FedRAMP High authorized services for AWS GovCloud (US) customers. Excited to see the customer innovation leveraging these services for...

Liked by Benjamin Nussbaum



Totally.

Liked by Benjamin Nussbaum

[Sign in to see all activity](#)

Experience



Co-Founder & CTO

GraphGrid, Inc.

Feb 2015 – Present · 5 years 5 months

Greater Los Angeles Area

GraphGrid is a transformational platform, created by AtomRain, that delivers a production-hardened connected data architecture, based on an open source native graph database, that supports extremely complex and highly-connected missions. The

[Join now](#)[Sign in](#)

Benjamin Nussbaum

Show more

Co-Founder & CTO

AtomRain, Inc.

Mar 2009 – Present · 11 years 4 months

Greater Los Angeles Area

Lead technology research and innovation.

Provide project vision and direction.

Execute enterprise software architecture and enterprise software engineering requirements.

Execute cloud infrastructure architecture and cloud infrastructure requirements.

Provide guidance on project specific technical strategies.

Director of Engineering

MediaHound, Inc.

Jan 2013 – Mar 2016 · 3 years 3 months

Greater Los Angeles Area

AtomRain is a strategic partner with MediaHound and as part of that partnership, my responsibilities were to lead software architecture and software engineering to create The Entertainment Graph using Neo4j, the world's leading graph database. The Entertainment Graph is a comprehensive database that brings together movies, books, games, music, and TV, including the cast & crew, sources, reviews, categories, genres, lists and more. It powers hyper personalized recommendations recommendations,...

Show more

Senior Software Architect

Planetwide Games

Apr 2009 – Feb 2010 · 11 months

Greater Los Angeles Area

Performed software architecture and executed software engineering on the Flash/Flex frontend and custom CMS for the MashON platform.

[Join now](#)[Sign in](#)

Benjamin Nussbaum

My responsibilities involved software architecture, system design, as well as leading software engineering teams and client interactions related to requirements, security and system integration.

Senior Software Engineer

Almer/Blank

May 2007 – Feb 2009 · 1 year 10 months

Greater Los Angeles Area

My responsibilities ranged from working directly with a client as the lone software engineer to leading a team of five software engineers handling much of software architecture, system design and client interactions related to requirements, security and system integration.

Software Engineer

Information Sciences Institute

Feb 2007 – Jul 2007 · 6 months

Greater Los Angeles Area

Worked on an automated math tutoring system that tracked students habits and provided appropriate feedback. This system consisted of a Flash client with a RESTful Java services layer and MySQL database.

Web Developer, System Administrator, Network Administrator

Nut Tree Furniture

Jan 1998 – Jan 2007 · 9 years 1 month

Canton, Ohio Area

Develop, deploy and operate website along with all systems, servers and network across 3 physical locations.

Education

[Join now](#)[Sign in](#)

Benjamin Nussbaum

Licenses & Certifications

Neo4j Certified Professional

Neo Technology, Creators of Neo4j

Issued Apr 2015

Projects

WiserCare

Oct 2011 – Present

WiserCare provides patient decision support through their proprietary algorithms to help patients determine their best path forward with consideration to trusted clinical data and their individual preferences.

Responsibilities: Enterprise Software Architecture, Cloud Infrastructure Architecture, Continuous Delivery Pipeline, Continuous Integration, Software Engineering Team Lead

Other creators

[See project](#)

Derivas

Oct 2010 – Present

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Benjamin Nussbaum

Other creators

[See project](#)

Sony - Broadcast Cloud

Sep 2013 – Nov 2014

Media Center is a cloud-based global broadcast distribution system facilitating the complex media workflow integration necessary to organize, prepare and package for transfer to OTT and VOD providers.

Worked closely with key stakeholders throughout the project to ensure it was meeting both product and technical objectives.

Performed enterprise software architecture and lead engineering team to

- integrate Aspera for high speed file transfer into and out of the AWS cloud,
- ...

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Other creators

Deluxe - Ad Cloud

Mar 2012 – May 2013

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Benjamin Nussbaum

- integrate Neo4j to enable complex roll based access control scenarios,
- integrate Aspera for high speed file transfer into and out of the AWS cloud,
- integrate Vidispine for underlying MAM storage...

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Other creators

Toyota - Ask an Owner

Jul 2012 – Mar 2013

Performed enterprise software architecture and lead software engineering team to implement a high performance RESTful service layer with abstract social services that can be used by multiple Toyota Motor Sales applications with a custom facade layer for Ask an Owner that provided domain specific services for the client applications to utilize.

Interfaced directly with the Toyota architects and the Consumer Portal Delivery group during enterprise software architecture definition and...

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Other creators

[See project](#)

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Benjamin Nussbaum

Futures, Forex, Options

Sentiment Analysis

Java Performance Professionals

High Performance Computing in Finance

FIX Trading Community

FIX and Hardware Acceleration

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Recommendations

A preview of what LinkedIn members have to say about Benjamin:

- “ Ben is an efficient and reliable web developer. He's always provided effective solutions, and I've always gotten great results when working with him. I wouldn't hesitate to hire him in the future.
- “ Ben is always on top of things and very knowledgeable. He was easy to work with and is very good at explaining complex IT topics in an easy to understand way. I highly recommend Ben and AtomRain, Inc. for IT/Software requirements.

7 people have recommended Benjamin

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Benjamin Nussbaum

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Others named **Benjamin Nussbaum**



Benjamin Nussbaum

Campaign Manager at Happy Hour Media Group
Greater Seattle Area



Benjamin Nussbaum

Working Professional in Real Estate
Greater New York City Area



Benjamin Nussbaum

Technical Architect at Moonshiner
Austria area



Benjamin Nussbaum

President, UR OSA Student Chapter; Research Assistant to Dr. Nick Vamivakas; experienced optics TA; the "\\LaTeXpert"
Rochester, New York Area

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Benjamin Nussbaum



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Benjamin Nussbaum

Technology Entrepreneur, Software Architect



Co-Founder & CTO at GraphGrid, Inc.



University of Southern California

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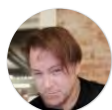
Jonathan Malek

Co-founder & CTO at Practice Fusion



Felix Lung

CTO / Co-Founder at Zola



Charles Griffith

CTO MileZero, a Capstone company



Andrei Rebrov

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Benjamin Nussbaum

Gordon Hempton

Technical co-founder of Outreach.io, now working on something new– stay tuned!

Oskar Bruening

CTO & Founder at Peek

Brad Vogel

Co-founder & CTO, Mixmax

Rishi Singh

Co-Founder and CTO at Harness

Mac Anderson

Cofounder, Mayor of inTown at inTown Technologies

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Exhibit 13

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Bradley Nussbaum

CEO at GraphGrid & The Graph Foundation

Los Angeles, California · 500+ connections

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GraphGrid



University of Southern California



Websites

About

GraphGrid accelerates the building of knowledge graph assets and distributes them through a globally scalable, secure Graph Cloud platform.

The Graph Foundation is a not for profit corporation with a mission to further, at no charge, the Open Source development and distribution of graph technology in the areas of software, storage, networking, clustering, parallel and distributed computation, query processing, analytics, visualization, machine learning, artificial intelligence and cloud accessibility, while serving the community with mentoring, leadership and vision for a healthy graph ecosystem.

AtomRain provides executive strategy and a highly specialized engineering team to deliver innovation for a connected world.

I am privileged to work alongside, lead and partner with so many talented individuals in advancing the missions of these great organizations.

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... summit you can use the discount code **NUSSBAUM** to get 10% off of your registration....

Liked by [Bradley Nussbaum](#)



Transforming Health Information Technology with a Knowledge Graph – a Graph Connect talk by Christopher Wixon, a vascular surgeon based in Savannah,...

Liked by [Bradley Nussbaum](#)



I'm hiring an experienced software engineer to work on movie and TV recommendations with JavaScript, Rust, and Neo4j in El Segundo. Fun team, great...

Liked by [Bradley Nussbaum](#)

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Experience



Co-Founder & CEO

GraphGrid

Mar 2013 – Present · 7 years 4 months

Greater Los Angeles Area

Driving the future of Connected Intelligence through Connected Data, Connected Knowledge and Connected Reasoning.



Co-Founder & CEO

Graph Foundation

Jun 2018 – Present · 2 years 1 month

The mission of Graph Foundation, a not for profit corporation, is to further, at no charge, the Open Source development and distribution of graph technology in the areas of software, storage, networking, clustering, parallel and distributed computation, query processing, analytics, visualization, machine learning, artificial intelligence and cloud

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May 2009 – Present · 11 years 2 months

Greater Los Angeles Area

Building Innovation for a Connected World!

- Technology IP research, development, and acquisition
- Software architecture and development
- Oversight of financial operations
- Team leadership and executive training



CTO

MediaHound, Inc.

Mar 2013 – Dec 2016 · 3 years 10 months

El Segundo, CA

I have the privilege of leading MediaHound's very talented engineering team in building The Entertainment Graph using Neo4j, the world's leading graph database. The Entertainment Graph is a comprehensive database that brings together movies, books, games, music, and TV, including the cast & crew, sources, reviews, categories, genres, lists and more. It powers meaningful recommendations, exciting data insights and comprehensive social discovery.



CTO

Derivatas

Nov 2010 – Mar 2013 · 2 years 5 months

Los Angeles, CA

Chief Technology Officer through development, product launch, and first revenue.

Managed team of engineers to develop the SaaS platform.

Programmed engine that performs equity allocation using the Options Pricing Method (OPM) based on the Black Scholes model.

Education

University of Southern California

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Licenses & Certifications

Certified Neo4j Professional

Neo Technology, Creators of Neo4j

Issued Jul 2015

Projects

Derivas

Oct 2010 – Present

Derivas financial software is used to value VC- and PE-backed companies for ASC 718 financial reporting (formerly SFAS 123R), IRC 409A tax compliance, and investment decision purposes.

Responsibilities: Enterprise Software Architecture, Cloud Infrastructure Architecture, Continuous Delivery Pipeline, Continuous Integration, Software Engineering

Other creators

[See project](#)

Sony - Media Center

Sep 2013 – Nov 2014

Media Center is a cloud-based global broadcast distribution system facilitating the complex media workflow integration necessary to organize, prepare and package for transfer to OTT and VOD providers.

Worked closely with key stakeholders throughout the project to ensure it was meeting both product and technical objectives.

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Other creators

Deluxe - Ad Cloud

Mar 2012 – May 2013

Ad Cloud is a cloud-based MAM system facilitating the multi-vendor media workflow integration necessary to organize, prepare, package and approve and deliver OTT and VOD video advertising segments.

Performed enterprise software architecture and lead software engineering team to

- integrate Neo4j to enable complex roll based access control scenarios,
- integrate Aspera for high speed file transfer into and out of the AWS cloud,
- integrate Vidispine for underlying MAM storage...

[Show more](#)

Other creators

Toyota - Ask an Owner

Jul 2012 – Mar 2013

Performed enterprise software architecture and lead software engineering team to implement a high performance RESTful service layer with abstract social services that can be used by multiple Toyota Motor Sales applications with a custom facade layer for Ask an Owner that provided domain specific services for the client applications to utilize.

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Other creators

[See project](#)

Groups

Algorithmic Traders Association: CTA & Quant Funds System Trading | Stocks, Futures, Forex, Options

LAVA - Los Angeles Venture Association

Private Equity, M&A, and Venture Capital Investments

Southern California Venture Community

ANGEL INVESTORS AND ENTREPRENEURS

LA CTO Forum

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" Brad is one sharp guy. I've had the pleasure to work with him at AtomRain on a project that required AS3, Java, GWT, HTML, and CSS. Brad is well-versed in all of the mentioned tools. However, along with his in-depth knowledge of these tools comes Brad's incredible ability to make elegant software designs and efficient algorithms. His designs made working with the source code very simple. I can recommend Brad to architect solutions for complex software problems that require a large team to work with.

1 person has recommended Bradley

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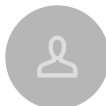
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Contact Bradley directly

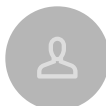
[Sign in to view full profile](#)

Others named **Bradley Nussbaum**



Brad Nussbaum

Director, Customer Service and Service Delivery at Cardinal Couriers
Toronto, Canada Area



Brad Nussbaum

Canton, Ohio Area



Bradley Nussbaum

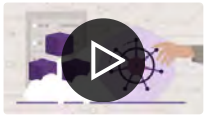
Clinician at Corner House
Greater New York City Area

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Firecracker First Look

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Bradley Nussbaum

CEO at GraphGrid & The Graph Foundation



Co-Founder & CEO at GraphGrid



University of Southern California

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Q


Bradley Nussbaum

- 


Sri Satish Ambati

engineer, this will be fun!
- 


Rick Nucci

co-founder & ceo of Guru
- 


Harry Glaser

CMO and GM, West at Sisense
- 


Ashutosh Garg

Enabling "The right career for everyone in the world"
- 

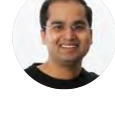
Sam Aparicio

Co-founder & CEO at Ring.io, Blockchain & Ethereum Consultant
- 


Josh Fraser

Co-founder at Origin Protocol
- 

Munir Usman

Co-founder/CEO @ CodeInterview.io
- 

Saket Saurabh

Co-founder & CEO at Nexla
- 

Peter Yared

CEO at InCountry, founded & sold 6 enterprise software companies

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Q

Bradley Nussbaum

Exhibit 14

United States of America

United States Patent and Trademark Office

NEO4J

Reg. No. 4,784,280

Registered Aug. 4, 2015

**Int. Cls.: 9, 35, 41, 42
and 45**

TRADEMARK

SERVICE MARK

PRINCIPAL REGISTER

NEO TECHNOLOGY (DELAWARE CORPORATION)
111 E. 5TH AVE.
SAN MATEO, CA 94401

FOR: COMPUTER PROGRAMS FOR MANAGING, STORING, AND ACCESSING DATA FROM A DATABASE, ANALYZING DATA IN COMPUTER DATABASES FOR BUSINESS PURPOSES, PROCESSING IN THE NATURE OF UPDATING DATA IN COMPUTER DATABASES, AND VISUALIZING IN THE NATURE OF CREATING GRAPHS FROM DATA STORED IN DATABASES; COMPUTER PROGRAMS FOR STORING, MANAGING, AND QUERYING DATA FROM DATABASES ON COMPUTERS, COMPUTER NETWORKS, AND GLOBAL COMPUTER NETWORKS, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 6-4-2006; IN COMMERCE 5-28-2007.

FOR: CONSULTING SERVICES AND ADVICE IN THE FIELD OF UPDATING AND MAINTENANCE OF DATA IN COMPUTER DATABASES, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 6-4-2006; IN COMMERCE 5-28-2007.

FOR: EDUCATIONAL SERVICES, NAMELY, CONDUCTING TRAINING CLASSES, CERTIFICATION TRAINING, WORKSHOPS, TUTORIAL SESSIONS, AND ONLINE CLASSES IN THE FIELDS OF DESIGNING COMPUTER DATABASES AND UPDATING AND MAINTENANCE OF DATA IN COMPUTER DATABASES, AND DISTRIBUTING COURSE MATERIALS IN CONNECTION THEREWITH; PROVIDING TRAINING SERVICES IN THE FIELDS OF DESIGNING COMPUTER DATABASES AND UPDATING AND MAINTENANCE OF DATA IN COMPUTER DATABASES, AND DISTRIBUTING COURSE MATERIALS IN CONNECTION THEREWITH, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 6-4-2006; IN COMMERCE 5-28-2007.

FOR: PROVIDING A WEB SITE FEATURING TECHNOLOGY THAT ENABLES END USERS TO STORE, MANAGE, AND QUERY DATA FROM DATABASES ON COMPUTERS, COMPUTER NETWORKS, AND GLOBAL COMPUTER NETWORKS; CLOUD COMPUTING FEATURING SOFTWARE FOR USE IN MANAGING, STORING, AND ACCESSING DATA FROM A DATABASE, ANALYZING DATA IN COMPUTER DATABASES FOR BUSINESS PURPOSES, PROCESSING IN THE NATURE OF UPDATING DATA IN COMPUTER



Michelle K. Lee

Director of the United States
Patent and Trademark Office

Reg. No. 4,784,280 DATABASES, AND VISUALIZING IN THE NATURE OF CREATING GRAPHS FROM DATA STORED IN DATABASES; TECHNICAL SUPPORT SERVICES, NAMELY, INSTALLATION, ADMINISTRATION, AND TROUBLESHOOTING OF DATABASE APPLICATIONS; COMPUTER SERVICES, NAMELY, PROVIDING CONSULTATION SERVICES AND ADVICE IN THE FIELDS OF DESIGNING COMPUTER DATABASES, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 6-4-2006; IN COMMERCE 5-28-2007.

FOR: CONSULTING SERVICES AND ADVICE IN THE FIELD OF MAINTAINING THE SECURITY AND INTEGRITY OF DATABASES, IN CLASS 45 (U.S. CLS. 100 AND 101).

FIRST USE 6-4-2006; IN COMMERCE 5-28-2007.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 86-267,006, FILED 4-30-2014.

SIMON TENG, EXAMINING ATTORNEY

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*

What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. *See* 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.*
See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See* 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. *See* 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

Exhibit 15

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Trademark Guidelines

Legal Notices

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This document outlines the policy for allowable uses of trademarks owned by Neo4j, Inc. and its subsidiaries ("Neo4j") by other parties.

Neo4j owns all Neo4j-related trademarks, service marks, and logos on behalf of our communities and the names of all Neo4j® projects are trademarks of Neo4j.

The role of trademarks is to provide assurance about the quality of the products or services with which the trademark is associated. Neo4j has established this Policy to encourage others to make accurate, non-confusing use of the Neo4j trademarks, while also ensuring that those trademarks maintain their distinctiveness and strength as reliable indicators of the source and quality of Neo4j products and services. Although some Neo4j projects may be available under free and open licenses, those licenses cover copyright only and do not include any express or implied right to use our trademarks. Neo4j does not allow third parties to use its trademarks without a written agreement or express permission. Thus, Neo4j projects that are available under open source licenses may be copied, modified, or sold by third parties, but they cannot be branded or marketed with Neo4j trademarks in the absence of a trademark license.

While open-source licenses allow modification of copyrighted software and distribution in original or modified form, such distribution could be misleading if distributed under the same name. This could cause confusion among consumers of the software as to source. They may mistakenly believe they are receiving software that is produced or supported by Neo4j. This Policy describes the circumstances under which you may use our trademarks, regardless of the type of license you may have from Neo4j. In this Policy we are not trying to limit the lawful use of our trademarks, but rather describe for you what we consider the parameters of lawful use to be. Trademark law can be ambiguous, so we hope to provide enough clarity for you to understand whether we will consider your use licensed or non-infringing.

Neo4j® software, which is created and/or distributed by Neo4j, is the software in the exact form that it is distributed by Neo4j without modification of any kind. To the extent any authorized modifications are made to the software, such modified software should no longer bear the Neo4j trademarks. The public has a right to know when it is receiving a genuine Neo4j® product that is quality assured by Neo4j.

The sections that follow describe what trademarks are covered by this Policy, as well as uses of the trademarks that are allowed without additional permission from us. Any use that does not comply with this Policy or for which we have not separately provided written permission is not a use that we have approved, so you must decide for yourself whether the use is nevertheless lawful.

Our Commitment to Open Source Principles

We want to encourage and facilitate the use of our open source software by the community, but do so in a way that still ensures that the Neo4j trademarks are meaningful as a source and quality indicator for our software and the associated goods and services and continue to embody the high reputation of the software and the community associated with it. This Policy therefore tries to strike the proper balance between: 1) our need to ensure that our trademarks remain reliable indicators of the qualities that they are meant to preserve and 2) our community members' desire to be full participants in Neo4j® projects.

Trademarks Subject to the Guidelines

Our Trademarks

This Policy covers the following non-exhaustive list of our trademarks:

1. Our word trademarks and service marks (the "Word Marks"):

Neo4j®

Cypher®

Neo4j® Bloom™

Neo4j® Desktop™

Neo Technology®



2. Our logos (the "Logos")



3. The unique visual styling of our website and elements used in or otherwise related to the products and services we offer (the "Trade Dress"). See our [Style Guide](#) for further information.

This Policy encompasses all trademarks and service marks, whether Word Marks, Logos or Trade Dress, which are collectively referred to as the "Marks." Some Marks may not be registered, but registration is not necessarily required for ownership of trademarks. This Policy covers our Marks whether they are registered or not.

Universal Considerations for All Uses

The following guidelines show proper (and improper) use of Marks. Any use of the Marks must be licensed and comply with these guidelines. Whenever you use one of the Marks, you must always do so in a way that does not mislead anyone, either directly or by omission, about exactly what they are getting and from whom. For example, you cannot say you are distributing the Neo4j® software when you're distributing a modified version

of it, because people would be confused when they are not getting the same features and functionality they would get if they downloaded the software directly from us. You also cannot distribute Neo4j® software using the Marks if you do not have a license from us, because that would imply that your distribution comes from or is supported by Neo4j. You cannot use our Marks on your website in a way that suggests that your website is an official website or that we endorse your website, unless permitted in a written agreement with us. You can, though, say you like the Neo4j® software, say that you participate in the Neo4j® community, or refer to Neo4j® products and services.

This fundamental requirement, that it is always clear to people what they are getting and from whom, is reflected throughout this Policy. It should also serve as your guide if you are not sure about how you are using the Marks.

In addition:

You may not use the Marks in association with the use or distribution of software if you are also not in compliance with the copyright license for the software.

You may not use or register, in whole or in part, the Marks as part of your own trademark, service mark, domain name, company name, trade name, product name or service name.

Provided that you have obtained a license from Neo4j, you can use the Word Marks in book and article titles, and the Logo in illustrations within the document, as long as the use does not suggest that we have published, endorse, or agree with your work.

Trademark law does not allow your use of names or trademarks that are too similar to ours. You therefore may not use an obvious variation of any of our Marks or any phonetic equivalent, foreign language equivalent, takeoff, or abbreviation for a similar or compatible product or service. This includes combinations or integrations of all or portions of the Marks in a way that the public may think of the use as a new mark (e.g. SuperNeo4j, or Neo5k).

You agree that you will not acquire any rights in the Marks and that any goodwill generated by your use of the Marks inures solely to our benefit.

Proper Use of the Marks

These rules hold true for all trademarks, not just ours, so you should follow them for our Marks as well as anyone else's.

Always use the Marks in their Exact Form and Distinguishable from Other Text. Always use the Word Marks in a manner distinguished from surrounding text, with initial capital letters, and in the exact form with the correct spelling (neither abbreviated, hyphenated, or combined with any other word or words).

CORRECT

Neo4j®

INCORRECT

NEO4J
Neo-4j
neo4j
n4j
Neo

Use Marks as Proper Adjectives Followed by a Generic Term. Trademarks should be used as adjectives followed by a generic modifier, and not as nouns or verbs. Trademarks are products or services, never actions. Do not use "a" or "the" to refer to an instance of the Marks. For example:

CORRECT

INCORRECT

CORRECT

The Neo4j® graph platform is widely used in many industries.

I was able to quickly realize graph epiphanies with Neo4j® Bloom™ visualization software.

I downloaded the Neo4j® database from neo4j.com.

Cypher® query language

INCORRECT

Neo4j® is widely used.

We use the Neo4j.

I use Cypher.

I load data into and out of Neo4j.

Do Not Use Marks in the Possessive Form. Because trademarks are not nouns, they should not be used in the possessive form. For example:

CORRECT

The Neo4j® graph database software presents and stores data natively as a graph.

INCORRECT

Neo4j's storage presents and stores data natively as a graph.

Do Not Use Marks in the Plural Form. Because trademarks are not nouns, they should not be used in the plural form. For example:

CORRECT

The Neo4j® platform allows multiple instances of the Neo4j database software to form a single highly-available cluster.

INCORRECT

High-availability clustering allows a cluster of instances to be formed using multiple Neo4js.

Do Not Use Marks to Suggest Endorsement by Neo4j.

CORRECT

graph database software

INCORRECT

"Open Neo4j"

XYZ ENTERPRISE 3.4.9 (FREE AND OPEN UNRESTRICTED NEO4J ENTERPRISE FORK)

Use of Logos

You may not change any Logo except to scale it proportionally. This means you may not add decorative elements, change the colors, change the proportions, distort it, add elements, or combine it with other logos. The logo may only be used displaying the exact colors shown in our [Style Guide](#).

Mark Attribution and Notices

The first or most prominent mention of a Mark on a webpage, document, packaging, or documentation should be accompanied by a symbol indicating whether the mark is a registered trademark ("®") or an unregistered trademark ("™"). Also, if you are using our Marks for uses for which we are granting a separate license, please put following notice at the foot of the page where you have used the Mark (or, if in a book, on the credits page), on any packaging or labeling, and on advertising or marketing materials: "Neo4j is a trademark or registered trademark of Neo4j, Inc. or its subsidiaries in the United States and/or other countries."

Possible Infringement

If you are aware of any confusing use or misuse of the Marks in any way, we would appreciate you bringing this to our attention. Please contact us at webinfo@neo4j.com so that we can investigate it further.

Updates

Neo4j reserves the right to modify or update this Policy at any time. You should review this Policy from time to time so that you will be aware of any modifications or updates as they will apply as soon as they are posted on this page.

Further Information

Neo4j has tried to make this Trademark Policy as comprehensive and understandable as possible. If you have any questions about this Policy, would like to speak with us about the use of our Marks in ways not described in the Policy, or see any abuse of our Marks, please [contact us](#).

Updated April 3, 2019

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Exhibit 16

The Graph Foundation

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Neo4j is Open Core – Now What?

31 JAN 2019

1 COMMENT

The word responsibility can be thought of in a simple way. If you have an *ability* what is your *response* to that ability? If there's a need and you're able to meet it, what is your response? Will you act and use your ability to improve the situation for the betterment of everyone? If keeping the best open source graph database on the market today fully open source and truly enabling "Graphs for Everyone" is a mission for you and/or your organization then keep reading through to the end. If you care but don't need to know all the details right now then skip down to the TL;DR.

We've been in the graph community for a while now (circa 2011) and we know a bit about the origins of the open source neo4j graph database. We've seen first-hand the powerful transformation that graph brings to organizations and its potential to enhance the way complex data is stored, processed and queried now and in the future. We know that the success of an open source database goes well beyond the commits made to the repository. Engineering is important, yes, and there is plenty of that needed when building a database, but it's not the only contributing factor to enabling a great open source database, especially in the emerging graph database space. There are many key roles including entrepreneurs to build supporting businesses and ecosystem products, early customer adopters, implementations that stress and push the technology to the edge, testing and reporting defects from usage, promotion, discussion and exposure at events, meetups and conferences, community support, training and skill building across the user base, a sharing of vision and community involvement and likely many more that we don't even see.

The open source neo4j graph database (hereafter the lowercase "neo4j") has thrived since 2011 because it has been fully open source. In the very early days it's difficult to get adoption of a new database technology, especially one that is closed source. Many organizations have open source initiatives, especially around databases, to avoid the lock-in and closed ecosystems that occur with relational databases from Oracle, SAP and Microsoft. The open stack initiative was born out the need to scale database technologies to achieve business solutions without facing unknown and often staggering licensing costs. The Open Source Initiative created momentum around the adoption of open source databases and neo4j has benefitted from this by being fully open source.

Unfortunately neo4j has always had a split licensing personality. In the early days, Emil (founder and CEO of Neo Technology, Inc.) faced challenges in how to commercialize neo4j and figure out what features were enterprise vs. community. In the end, the line was drawn to designate clustering, backups, restore, monitoring, metrics, security, constraints, scalable database format for big graphs, and enhance cypher as *enterprise* features while the core kernel, cypher and server capabilities would be designated as *community*. With the separate designations for enterprise and community came separate licenses AGPLv3 and GPLv3 respectively. Why Emil chose these licenses stems from the beginning when neo4j was mostly used as an embedded database and the less permissible enterprise AGPLv3 license would have required some projects embedding neo4j enterprise to be open source or get a commercial license (in the early days we worked on some of these embedded cases).

When server mode emerged in 1.8 (2012) and folks stopped embedding neo4j, the AGPLv3 open source license allowed usage of the standalone server without a commercial license. The introduction of server mode was essential and if the license had changed at that time to restrict enterprise features (such as clustering in server mode), it would have greatly impacted the adoption of still very immature database. Instead, what followed was the start of Neo Technology's split licensing personality. On the one hand, if you visited the Github neo4j open source project you would see an AGPLv3 license that allowed enterprise usage and at the major Graph Connect conference Neo Technology would promote these enterprise features and the open source contribution of them. On the other hand, sales and marketing would create confusion among commercial users that neo4j enterprise needed a license to avoid open sourcing their project code (which was only true for embedded use cases of which there are only a handful still to date).

It was only recently that Neo4j, Inc. came into existence. Before that it was Neo Technology, Inc. and the commercial license was so appropriately called the Neo Technology Commercial License (NTCL). This meant community and enterprise could be used as-is without warranty under GPLv3 and AGPLv3 respectively or exclusively enterprise supported under the NTCL. Any neo4j users had the freedom to checkout neo4j community and enterprise source under one GitHub repository, compile and run all the tests, see the open development of the project, report issues and build distributions of both community and enterprise under GPLv3 and AGPLv3 respectively. This was good for community as it showed a vibrant ecosystem where everyone understood that core freedoms were being promoted and Neo Technology was able to commercialize enterprise under NTCL for enterprise customers that needed support.

At some point in neo4j's growth and adoption, around year 2015, neo4j became a clearly viable database – this wasn't the case from 2011-2015 when it suffered heavily from failed deployments as the result of scalability and reliability issues for many now common use cases. With neo4j becoming increasingly popular and more commercial licenses in hand, Neo Technology accelerated commercialization efforts around neo4j enterprise which included an increase in marketing rhetoric that focused on commercial customers needing a license (NTCL) to use enterprise. At the same time, Neo Technology continued to promote the open source nature and contributions of the company. This dual position led to confusion in the community and frustrations among commercial neo4j users but ultimately allowed Neo Technology to grow its commercial customer base while appealing to open source communities giving it all the benefits of riding the open source wave.

It was between 2016-2018 that Neo Technology made the big changes. Unknown to the community they acquired trade marks on Neo4j and Cypher (both were commons usage until that point) and Neo Technology, Inc. changed its name to Neo4j, Inc. The build tooling that had allowed neo4j enterprise users to build enterprise distributions was removed from the open source repository. The enterprise license changed from AGPLv3 to AGPLv3 + Commons Clause and was applied to the then mainline 3.4 release and backported to patch releases for 3.2 and 3.3 to attempt a block at subsequent patch releases. And when Neo4j, Inc. realized that the additional Commons Clause didn't prevent usage of enterprise features, it made the ultimate decision to remove all enterprise modules including tools and tests from open source and declare publicly that Neo4j, Inc. is now an Open Core organization leaving neo4j community alone as open source.

So why does it matter so much that the enterprise features were taken closed? Well for any like-minded architects out there with open source initiatives we know that a database we choose needs to be open source so we can see it, build it, know there is a community engaged around it and good commercial support so that our organization has the option to reduce risk and improve business continuity as desired. We also know that any viable database needs to be performant (enhanced cypher runtime), vertical and horizontal scale (clustering, sharding, query parallelization), operational and administration ease (backups, restore, monitoring, metrics, logging), security to lock it down and constraints to ensure integrity. All of these are core features for a modern database to be in a modern data architecture. It was the enterprise features and the fact they were open that enabled neo4j to enter the modern architecture. The reason we say modern architecture is because it's not just an enterprise architecture. Any more these days, any initiative worth undertaking requires a scalable architecture. Any product or platform worth building demands an underlying scalable foundation and very often an open source architecture in addition. The remaining community features do not meet these needs and while enterprise features can still be access through Neo4j, Inc. they are propriety and do not meet open initiative requirements.

Organizations that adopt a proprietary enterprise should be aware of the specialized data format in enterprise today. The database format for building large graphs (bigger than 34 billion nodes/relationships) was designated as an enterprise feature and is required when using enterprise. When users move from community to enterprise there is a data format migration performed that is irreversible. This means that all enterprise users today, after they upgrade to 3.5 will be using a proprietary data format that will forever have them locked-in. Based on Neo4j, Inc.'s trajectory, this may be intentional so they can continue to move closer to their vision of becoming the Oracle of graph databases as they think of it.

We see a bigger vision for graph unfolding where there is going to be a much bigger need for scalability, performance and compute in a distributed manner as graphs begin to play a central role in machine learning, artificial intelligence and the new age definitions of both as they will be continue to be redefined to move beyond the definitions from the 60's. The way we see it, clustering, sharding, parallel cypher and big graph performance will be essential in this coming age and cannot be proprietary, closed source enterprise features. Every organization has a vested interest in this future mission and it's essential that the handling of this critical component is done in the open for everyone.

The only way for neo4j enterprise users and those community users needing enterprise features is to make a bold move to The Graph Foundation. We started Graph Foundation, Inc. (referred to as The Graph Foundation) in June 2018 when we noticed Neo4j's position beginning to change and the implications of this for the community and ecosystem. The Graph Foundation is a nonprofit with 501(c)(3) status and its goal is to take over neo4j enterprise development and continue forward under a model that closely resembles that of The Linux Foundation.

We see that one of the most important aspect about neo4j is that it's an open source native graph database. We call it native to separate from other graph layers built on RDBMS and NoSQL databases that use indexes or joins to form relationships while native graphs like neo4j store nodes and relationships as fast mapped pointers at a store level giving peak performance when traversing complex, densely connected data. In 2003, we were obsessed with learning about open source and the world that it had created. As a big users of Linux we learned of the efforts of the Free Software Foundation that gave us not only the freedoms we came to know and love but the tools to build and thrive without limitations. As a throwback to those early days and our beginnings on GNU (remember GNU's Not Unix), we decided on the name ONgDB (oh-n-gee-db) which stands for Open Native Graph DB but also ONgDB's Neo4j Graph DB. We just couldn't resist the double meaning and the shout out to those that have come before us in pioneering the Free Open Source Software movement.

In order to move ONgDB forward in a significant way, we're going to need a lot of help. If keeping the best graph database on the market today open source and truly enabling "Graphs for Everyone" is a mission for you and/or your organization, there are a few things you can do to be an activist in this mission and help the cause.

First, help spread the word and make every individual and organization aware of what's happening. Don't let the conversation end at a press release from Neo4j, Inc. This is bigger than that and Neo4j does not represent the collective voice of the graph community now or those that will need an open community and its solutions in the future. The fate of many is incorrectly in the hands of a few that do not seek interests in the best alignment for the future in store for us all.

Second, if you have the skill, ability or just sheer passion for learning and working with a foundation of inspiring individuals ready to teach and help you grow, this is one of the greatest technology initiative of your time to be part of in ushering in a change for the ages. We are going to take graph to the next level and you will be part of this historical movement.

Third, if you have open initiatives for data architecture at your organization then you need to cut your licenses from Neo4j, Inc. Don't invest monetarily in a proprietary future. If you need commercial support beyond the community, and many organizations will, The Graph Foundation has commercial sponsors working and contributing to the open source initiative and you should contact us for those commercial sponsors that will work with you to give you the support, liability and warranty you need to succeed. Many of the engineers working on ONgDB alongside foundation engineers are coming from commercial sponsors that are donating time and resource to move the mission forward. Sponsors such as GraphGrid,

the top contributor to date have the most talented pool of engineers and commercial momentum to give enterprise customers the best choice for commercial support.

Lastly, The Graph Foundation does have operating costs and is being donated to heavily by sponsors like GraphGrid. In order for the foundation to move forward we need to have more capacity within the foundation to continue on development and road mapping. Our desire is to have many commercial entities influencing the future decisions of The Graph Foundation. The Graph Foundation is a 501(c)(3) which has nonprofit status from the IRS so any donations are tax deductible by any enterprise that makes a donation. Corporate sponsorship will help ensure The Graph Foundation thrives and has the backing to correctly move the broader graph vision forward in a way that serves those most invested in the future of graph.

We see the future ahead; it's connected and built on graph. We want to connect with you, right now to ensure that this future remains free and open to all. To this end we will not stop until we have brought to fruition this vision which stands before us all. Will you join this mission?

TL;DR

Neo4j, Inc. made key performance, scalability and security features proprietary as of 3.5

We must protect the freedoms of neo4j enterprise users by keeping enterprise open source to ensure a vibrant future for everyone, not the few

Under current enterprise designations, the biggest gains in big graphs to power AI/ML/DeepGL, distributed/parallel Cypher and large clusters with sharding will be Neo4j Enterprise Edition features and require lock-in to a proprietary database

The Graph Foundation, a nonprofit 501(c)(3), is taking over enterprise open source development and with the help of sponsors and the community will push forward a vision of graph that will be for everyone

The Graph Foundation needs help! Consider sponsoring and getting commercial support from approved commercial sponsors to ensure enterprise development continues forward



Brad Nussbaum

Tags: **FOSS**, **Neo4j**, **ONgDB**

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1,000th ONgDB (Open Neo4j Enterprise) 3.5 Download

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Open Native Graph DB (ONgDB)

The free and open source Neo4j Enterprise project

Open Native Graph DB (ONgDB) is a non-restrictive fork of [Neo4j](#), the world's leading Graph Database. It is a high performance graph store with all the features expected of a mature and robust database, like a friendly query language, ACID transactions and high availability clustering. The programmer works with a flexible network structure of nodes and relationships rather than static tables — yet enjoys all the benefits of enterprise-quality database. For many applications, ONgDB offers orders of magnitude performance benefits compared to relational DBs.

Licensing

ONgDB distributions are licensed under AGPLv3 as a free and open drop-in replacements of Neo4j Enterprise commercial licensed distributions with the same version number.

Latest Release

ONgDB **3.5.8** is expected to be out shortly. We skipped a few versions to allow Neo4j to fix some bugs in previous versions.

ONgDB 3.5.4

10 May 2019: [Release Notes](#) | [Source Code](#)

| | |
|----------------|--|
| Mac/Linux | ongdb-enterprise-3.5.4-unix.tar.gz |
| Windows 64 bit | ongdb-enterprise-3.5.4-windows.zip |
| Windows 32 bit | ongdb-enterprise-3.5.4-windows.zip |
| Docker Image | ONgDB 3.5.4 Docker Hub |

```
docker run \  
  --publish=7474:7474 --publish=7687:7687 \  
  --volume=$HOME/neo4j/data:/data \  
  graphfoundation/ongdb:3.5
```

Go to: <http://localhost:7474>

Recent Releases

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- [ONgDB 3.5.1](#)
- [ONgDB 3.4.12](#)
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ONgDB (Open Native Graph DB)

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ONgDB is a fork of the [neo4j enterprise project](#) that continues development of neo4j enterprise as a fully open source project after [Neo4j Inc's Open Core Shift](#) that suspended development of enterprise as an open source project and removed the open source code.

ONgDB is a high performance, native graph store with everything you would expect from an enterprise-ready database, including high availability clustering, ACID transactions, and uses the intuitive, pattern-centric open cypher query language. Developers use graph theory-based structures that we call nodes and relationships instead of rows and columns. For many use cases, ONgDB will provide orders of magnitude performance benefits compared to non-native graph, relational and NoSQL databases.

Open Source License

ONgDB distributions are licensed under [AGPLv3](#) as a free and open source alternative to currently available proprietary native graph offerings such as Neo4j Enterprise Edition.

Current Release

ONgDB 3.6.0.RC1

2 May 2020: [Release Notes](#) | [Source Code](#) | [Documentation](#)

| | |
|----------------|--|
| Mac/Linux | ongdb-enterprise-3.6.0.RC1-unix.tar.gz |
| Windows 64 bit | ongdb-enterprise-3.6.0.RC1-windows.zip |
| Windows 32 bit | ongdb-enterprise-3.6.0.RC1-windows.zip |
| Docker Image | ONgDB 3.6.0.RC1 Docker Hub |

```
docker run \  
  --publish=7474:7474 --publish=7687:7687 \  
  --volume=$HOME/ongdb/data:/data \  
  graphfoundation/ongdb:3.6
```

Go to: <http://localhost:7474>

Latest Stable Release

ONgDB 3.5.17

9 April 2020: [Release Notes](#) | [Source Code](#)

| | |
|----------------|--|
| Mac/Linux | ongdb-enterprise-3.5.17-unix.tar.gz |
| Windows 64 bit | ongdb-enterprise-3.5.17-windows.zip |
| Windows 32 bit | ongdb-enterprise-3.5.17-windows.zip |
| Docker Image | <div><p>ONgDB 3.5.17 Docker Hub</p><pre>docker run \ --publish=7474:7474 --publish=7687:7687 \ --volume=\$HOME/ongdb/data:/data \ graphfoundation/ongdb:3.5</pre><p>Go to: http://localhost:7474</p></div> |

Previous Releases

- [3.5.16](#)
- [3.5.15](#)
- [3.5.14](#)
- [3.4.17](#)
- [3.4.15](#)

Not seeing the perfect release? Browse all [ONgDB Releases](#) for the full list of supported releases.

Interested in Contributing to ONgDB Development?

There are many ways to contribute to the exciting development of the worlds most powerful open source graph database. For steps on how to get started and joining the community Slack, head over to [Get Involved](#) to learn more.

Looking for ONgDB Build Results and Distributions?

The [Graph Foundation Build Server](#) will build and make distributions available for git branches on active projects. If you would like a distribution built with your modification, follow the [steps for committers](#) and submit a Pull Request with your contribution.

Interested in supporting our mission?

Our mission helps improve our world through the open development of graph technology. Learn more about our [mission](#) and how you can [support](#) today.

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- ONgDB 3.5.3
- ONgDB 3.5.4
- ONgDB 3.6.0.M1
- ONgDB 3.6.0.M2
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Neo4j recommends using its **Enterprise** Edition rather than our open-source Community Edition when your applications have large graphs or require high levels ...

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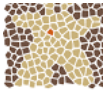

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Latest commit 9e7fc5a on Dec 29, 2018

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|  .mvn | Add the maven-profiler extension | 3 years ago |
|  build-resources | Initial neo4j-oe integration. We are first integrating neo4j-oe keepi... | 8 months ago |
|  build | Added build and intellij codestyle file for developers of ONgDB who u... | 9 months ago |
|  community | Fix revapi config and public api | 9 months ago |
|  enterprise | Initial neo4j-oe integration. We are first integrating neo4j-oe keepi... | 8 months ago |
|  integrationtests | Updated to use the new KernelTransactionMonitor class. | 9 months ago |
|  packaging | Initial neo4j-oe integration. We are first integrating neo4j-oe keepi... | 8 months ago |
|  stresstests | Updatd all pom.xml files to be 3.5.1-SNAPSHOT. Also updated appropria... | 9 months ago |
|  tools | Updated to use the new org.neo4j.kernel.extension.KernelExtensionFail... | 9 months ago |
|  .gitignore | Shade ASM to avoid conflicts in embedded deployments | 2 years ago |
|  .scalafmt.conf | initial scala auto-formatting of util module | 2 years ago |
|  CONTRIBUTING.md | Change some more http to https | 3 years ago |
|  ISSUE_TEMPLATE.md | New leader listener | 2 years ago |
|  README.asciidoc | Merge branch '3.3' into 3.4 | last year |
|  pom.xml | Updatd all pom.xml files to be 3.5.1-SNAPSHOT. Also updated appropria... | 9 months ago |



Neo4j: Graphs for Everyone

Neo4j is the world's leading Graph Database. It is a high performance graph store with all the features expected of a mature and robust database, like a friendly query language and ACID transactions. The programmer works with a flexible network structure of nodes and relationships rather than static tables — yet enjoys all the benefits of enterprise-quality database. For many applications, Neo4j offers orders of magnitude performance benefits compared to relational DBs.

Learn more on the [Neo4j website](#).

Using Neo4j

Neo4j is available both as a standalone server, or an embeddable component. You can [download](#) or [try online](#).

Extending Neo4j

We encourage experimentation with Neo4j. You can build extensions to Neo4j, develop library or drivers atop the product, or make contributions directly to the product core. You'll need to sign a Contributor License Agreement in order for us to accept your patches.

Note

This GitHub repository contains mixed GPL and AGPL code. Our Community edition (in the [community/](#) directory) is GPLv3. Our Enterprise edition ([enterprise/](#)) is differently licensed under the AGPLv3.

Dependencies

Neo4j is built using [Apache Maven](#) version 3.3 and a recent version of supported VM. Bash and Make are also required. Note that maven needs more memory than the standard configuration, this can be achieved with `export MAVEN_OPTS="-Xmx512m"`.

OS X users need to have [Homebrew](#) installed.

With brew on OS X

```
brew install maven
```

Please note that we do not support building Debian packages on OS X.

With apt-get on Ubuntu

```
apt install maven openjdk-8-jdk
```

On top of that, to build Debian packages and Neo4j Desktop:

```
apt install debhelper devscripts dos2unix dpkg make xmlstarlet
# You will need a license for install4j, which is only needed for Neo4j Desktop
curl -O http://download-keycdn.ej-technologies.com/install4j/install4j_linux_6_1_4.deb
dpkg -i install4j_linux_6_1_4.deb
```

Building Neo4j

Before you start running the unit and integration tests in the Neo4j Maven project on a Linux-like system, you should ensure your limit on open files is set to a reasonable value. You can test it with `ulimit -n`. We recommend you have a limit of at least 40K.

- A plain `mvn clean install` will only build the individual jar files.
- Test execution is, of course, part of the build.
- In case you just want the jars, without running tests, this is for you: `mvn clean install -DskipTests`.
- To build product packages, do `export PATH="bin:$PATH" && make clean all` in the packaging directory after building artifacts with Maven.
- To build the documentation see the [Neo4j documentation](#).
- If you are running into problems building on Windows you can try building Neo4j in a Ubuntu virtual machine.
- You may need to increase the memory available to Maven: `export MAVEN_OPTS="-Xmx512m"`.

Running Neo4j

After running a `mvn clean install` cd into `packaging/standalone/target` and extract the version you want, then

```
bin/neo4j start
```

in the extracted folder to start Neo4j on `localhost:7474` . On Windows you want to run

```
bin\neo4j start
```

instead.

Or, if you are not interested in the tarballs and just want to run Neo4j you can instead run a `mvn clean install -DminimalBuild` and then cd into `community/server` and run

```
mvn clean compile exec:java
```

to start Neo4j.

Licensing

Neo4j Community Edition is an open source product licensed under GPLv3.

Neo4j Enterprise Edition expands the functionality of Community Edition with Enterprise-grade features.

Neo4j Enterprise consists of modules from Neo4j Community Edition and modules licensed under AGPLv3 with the Commons Clause in this repository, and other closed source components not present in this repository.

When packaged as a binary, Enterprise Edition includes additional closed-source components *not available in this repository* and requires a commercial license from Neo4j Sweden AB or one of its affiliates.

Exhibit 22

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Sign up

ONGDB (Open Native Graph DB) - Neo4j fork with enterprise code base. ONGDB integrates Neo4j Open Core commits.
<https://www.graphfoundation.org/proje...>

61,331 commits

29 branches

0 packages

292 releases

182 contributors


AGPL-3.0

Tree: 836a7697f1

















New pull request

Find file

Clone or download

 **bradnussbaum** Cleaning up readme commit

Latest commit 836a769 on Mar 24

| | | |
|--|--|---------------|
|  .github/ISSUE_TEMPLATE | Replace Neo4j w/ ONGDB | 3 months ago |
|  .mvn | Add the maven-profiler extension | 4 years ago |
|  build-resources | 3.5.17 | 3 months ago |
|  build | Improve build/README.asciidoc | 3 months ago |
|  community | 3.5.17 | 3 months ago |
|  enterprise | 3.5.17 | 3 months ago |
|  integrationtests | 3.5.17 | 3 months ago |
|  packaging | 3.5.17 | 3 months ago |
|  stresstests | 3.5.17 | 3 months ago |
|  tools | 3.5.17 | 3 months ago |
|  .gitignore | Bump checkstyle version to 8.26 | 7 months ago |
|  .scalafmt.conf | initial scala auto-formatting of util module | 3 years ago |
|  CONTRIBUTING.md | Merge remote-tracking branch 'neo4j/3.5' into 3.5 | 3 months ago |
|  LICENSE.txt | Updated the LICENSE.txt file to be pure AGPL as to not violate the fs... | 16 months ago |
|  README.asciidoc | Cleaning up readme commit | 3 months ago |
|  pom.xml | 3.5.17 | 3 months ago |

README.asciidoc

BUILD STATUS: SUCCESS

ONGDB - Neo4j Enterprise Fork: Graphs for Everyone

Neo4j is the world's leading Graph Database. It is a high performance graph store with all the features expected of a mature and robust database, like a friendly query language and ACID transactions. The programmer works with a flexible network structure of nodes and relationships rather than static tables — yet enjoys all the benefits of enterprise-quality database. For many applications, Neo4j offers orders of magnitude performance benefits compared to relational DBs.

Learn more on the [Neo4j website](#).

Learn more about ONgDB at [Graph Foundation website](#)

Using ONgDB & Neo4j

Neo4j is available both as a standalone server, or an embeddable component. You can [download](#) or [try Neo4j online](#).

Extending ONgDB & Neo4j

Neo4j is available both as a standalone server, or an embeddable component. You can [download](#) or [try online](#).

We encourage experimentation with ONgDB & Neo4j. You can build extensions to ONgDB & Neo4j, develop library or drivers atop the product, or make contributions directly to the product core. You'll need to sign a Contributor License Agreement in order for us to accept your patches.

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macOS users need to have [Homebrew](#) installed.

With brew on macOS

```
brew install maven
```

Please note that we do not support building Debian packages on macOS.

With apt-get on Ubuntu

With SDKMan

Building Neo4j/ONgDB can be tricky with other JDKs such as open JDK. Currently Oracle 8 JDK works well, as we test other jdks we will update this documentation.

<https://sdkman.io/>

sdk use java oracle-8-221

```
apt install maven openjdk-8-jdk
```

On top of that, to build Debian packages and Neo4j Desktop:

```
apt install debhelper devscripts dos2unix dpkg make xmlstarlet
# You will need a license for install4j, which is only needed for Neo4j Desktop
curl -O https://download-keycdn.ej-technologies.com/install4j/install4j_linux_6_1_4.deb
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```

Building ONgDB

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Running ONgDB & Neo4j

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```
bin/neo4j start
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in the extracted folder to start Neo4j on `localhost:7474`. On Windows you want to run:

```
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Or, if you are not interested in the tarballs and just want to run Neo4j you can instead run a `mvn clean install -DminimalBuild` and then `cd` into `community/server` and run:

```
mvn clean compile exec:java
```

to start Neo4j.

Neo4j Desktop

Neo4j Desktop is a convenient way for developers to work with local Neo4j databases.

To install Neo4j Desktop, go to [Neo4j Download Center](#) and follow the instructions.

Licensing

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Misc

ONGDB & Neo4j IDE code style configs can be found at <http://neo4j.github.io/> or under the build/ folder of this repository.

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Branch: 3.5 ▾

[Find file](#)[Copy path](#)[neo4j](#) / [README.asciidoc](#)

jimwebber Removed reference to Enterprise AGPL post open-core.

873a0b4 on Mar 13

21 contributors



Raw

Blame

History



73 lines (41 sloc) 3.56 KB

Neo4j: Graphs for Everyone

[Neo4j](#) is the world's leading Graph Database. It is a high performance graph store with all the features expected of a mature and robust database, like a friendly query language and ACID transactions. The programmer works with a flexible network structure of nodes and relationships rather than static tables — yet enjoys all the benefits of enterprise-quality database. For many applications, Neo4j offers orders of magnitude performance benefits compared to relational DBs.

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Exhibit 24

Graphs for Everyone <http://neo4j.com>

#cypher #graphdb #database #nosql #graph #graph-database

60,921 commits

22 branches

276 releases

176 contributors

Branch: 3.5

New pull request

Find File

Clone or download

klaren Add revapi ignore

Latest commit 90385f0 yesterday

| | | |
|------------------------|--|--------------|
| .github/ISSUE_TEMPLATE | Remove custom template. | 4 months ago |
| .mvn | Add the maven-profiler extension | 3 years ago |
| build-resources | updated poms to 3.5.12 | 2 days ago |
| community | Merge branch '3.4' into 3.5 | yesterday |
| packaging | Merge branch '3.4' into 3.5 | 2 days ago |
| .gitignore | Shade ASM to avoid conflicts in embedded deployments | 2 years ago |
| .scalafmt.conf | initial scala auto-formatting of util module | 2 years ago |
| CONTRIBUTING.md | Change some more http to https | 3 years ago |
| README.asciidoc | Removed reference to Enterprise AGPL post open-core. | 7 months ago |
| pom.xml | Add revapi ignore | yesterday |

README.asciidoc

Neo4j: Graphs for Everyone

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brew install maven
```

Please note that we do not support building Debian packages on OS X.

With apt-get on Ubuntu

```
apt install maven openjdk-8-jdk
```

On top of that, to build Debian packages and Neo4j Desktop:

```
apt install debhelper devscripts dos2unix dpkg make xmlstarlet
# You will need a license for install4j, which is only needed for Neo4j Desktop
curl -O http://download-keycdn.ej-technologies.com/install4j/install4j_linux_6_1_4.deb
dpkg -i install4j_linux_6_1_4.deb
```

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- To build the documentation see the [Neo4j documentation](#).
- If you are running into problems building on Windows you can try building Neo4j in a Ubuntu virtual machine.
- You may need to increase the memory available to Maven: `export MAVEN_OPTS="-Xmx512m"`.

Running Neo4j

After running a `mvn clean install` cd into `packaging/standalone/target` and extract the version you want, then

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```

in the extracted folder to start Neo4j on `localhost:7474`. On Windows you want to run

```
bin\neo4j start
```

instead.

Or, if you are not interested in the tarballs and just want to run Neo4j you can instead run a `mvn clean install -DminimalBuild` and then cd into `community/server` and run

```
mvn clean compile exec:java
```

to start Neo4j.

Licensing

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Exhibit 25

Dismiss

Join GitHub today

GitHub is home to over 50 million developers working together to host and review code, manage projects, and build software together.

Sign up

ONgDB (Open Native Graph DB) - Neo4j fork with enterprise code base. ONgDB integrates Neo4j Open Core commits.
<https://www.graphfoundation.org/proje...>

61,420 commits

29 branches

0 packages

292 releases

182 contributors

AGPL-3.0

Branch: 3.6

New pull request

Find file

Clone or download

bradnussbaum 3.6.1-SNAPSHOT

Latest commit 93096b0 5 days ago

| | | |
|------------------------|--|---------------|
| .github/ISSUE_TEMPLATE | Replace Neo4j w/ ONgDB | 3 months ago |
| .mvn | Add the maven-profiler extension | 4 years ago |
| build-resources | 3.6.1-SNAPSHOT | 5 days ago |
| build | Fixes to checkstyle | 2 months ago |
| community | 3.6.1-SNAPSHOT | 5 days ago |
| enterprise | 3.6.1-SNAPSHOT | 5 days ago |
| integrationtests | 3.6.1-SNAPSHOT | 5 days ago |
| packaging | 3.6.1-SNAPSHOT | 5 days ago |
| stresstests | 3.6.1-SNAPSHOT | 5 days ago |
| tools | 3.6.1-SNAPSHOT | 5 days ago |
| .gitignore | Bump checkstyle version to 8.26 | 7 months ago |
| .scalafmt.conf | initial scala auto-formatting of util module | 3 years ago |
| CONTRIBUTING.md | Merge remote-tracking branch 'neo4j/3.5' into 3.5 | 3 months ago |
| LICENSE.txt | Updated the LICENSE.txt file to be pure AGPL as to not violate the fs... | 16 months ago |
| README.asciidoc | Updating readme | 2 months ago |
| pom.xml | 3.6.1-SNAPSHOT | 5 days ago |

README.asciidoc

BUILD STATUS: SUCCESS

ONgDB - fork of Neo4j Enterprise: Graphs for Everyone

Open Native Graph DB (ONgDB) is a fork of the neo4j project that continues development of the neo4j enterprise codebase as a fully open source project after Neo4j Inc's Open Core Shift that closed ongoing development and removed existing source code.

ONgDB is a high performance, native graph store with everything you would expect from an enterprise-ready database, including high availability clustering, ACID transactions, and uses the intuitive, pattern-centric open cypher query language. Developers use graph theory-based structures that we call nodes and relationships instead of rows and columns. For many use cases, ONgDB will provide orders of magnitude performance benefits compared to non-native graph, relational and NoSQL databases.

Learn more about our open source mission at [The Graph Foundation website](#).

Using ONgDB

ONgDB is available as a standalone server, an embeddable component or a Docker image. You can [download distributions](#) from our CDN or [pull images](#) from DockerHub.

Extending ONgDB

We encourage experimentation with ONgDB. You can build extensions to ONgDB, develop library or drivers atop the product, or make contributions directly to the product core. You'll need to sign a Contributor License Agreement in order for us to accept your patches.

| Note |
|---|
| This GitHub repository contains mixed GPL and AGPL code. The Community edition (in the community/ directory) is GPLv3. The Enterprise edition (enterprise/) is licensed under the AGPLv3. |

Dependencies

ONgDB is built using [Apache Maven](#) version 3.3 and a recent version of supported VM. Bash and Make are also required. Note that maven needs more memory than the standard configuration, this can be achieved with `export MAVEN_OPTS="-Xmx512m"`.

macOS users need to have [Homebrew](#) installed.

With brew on macOS

```
brew install maven
```

Please note that we do not support building Debian packages on macOS.

With apt-get on Ubuntu

```
apt install maven openjdk-8-jdk
```

On top of that, to build Debian packages:

```
apt install debhelper devscripts dos2unix dpkg make xmlstarlet
```

Building ONgDB

Before you start running the unit and integration tests in the ONgDB Maven project on a Linux-like system, you should ensure your limit on open files is set to a reasonable value. You can test it with `ulimit -n`. We recommend you have a limit of at least 40K.

- A plain `mvn clean install` will only build the individual jar files.
- Test execution is, of course, part of the build.
- In case you just want the jars, without running tests, this is for you: `mvn clean install -DskipTests`.

- To build product packages, do `export PATH="bin:$PATH" && make clean all` in the packaging directory after building artifacts with Maven.
- To build the documentation see the [ONgDB documentation](#).
- If you are running into problems building on Windows you can try building ONgDB in a Ubuntu virtual machine.
- You may need to increase the memory available to Maven: `export MAVEN_OPTS="-Xmx512m"` .

Running ONgDB

After running a `mvn clean install`, `cd` into `packaging/standalone/target` and extract the version you want. If you are not building from source you can start from a [published release](#).

Linux/macOS

On Linux/macOS you want to run:

```
bin/neo4j start
```

in the extracted folder to start ONgDB on `localhost:7474` .

Windows

On Windows you want to run:

```
bin\neo4j start
```

in the extracted folder to start ONgDB on `localhost:7474` .

Maven

If you are not interested in the tarballs and just want to run ONgDB you can instead run a `mvn clean install -DminimalBuild` and then `cd` into `community/server` and run:

```
mvn clean compile exec:java
```

to start ONgDB.

Docker

To run with Docker execute the following:

```
docker run \  
  --publish=7474:7474 --publish=7687:7687 \  
  --volume=$HOME/ongdb/data:/data \  
  graphfoundation/ongdb:3.6
```

to start `localhost:7474` . See [DockerHub](#) for published release tags and more details.

Licensing

ONgDB Community Edition is an open source product licensed under GPLv3.

ONgDB Enterprise Edition expands the functionality of Community Edition with Enterprise-grade features.

ONgDB Enterprise Edition consists of modules from ONgDB Community Edition and modules licensed under AGPLv3 in this repository.

Misc

ONgDB IDE code style configs can be found at under the build/ folder of this repository.

Exhibit 26

The Graph Foundation

Open Graph Technology for Public Good

Menu

ONgDB 3.5.4

RELEASE DATE: 5 APRIL 2019

ONgDB 3.5.4 is a maintenance release with many important improvements and fixes.

| | |
|----------------|---|
| Mac/Linux | ongdb-enterprise-3.5.4-unix.tar.gz |
| Windows 64 bit | ongdb-enterprise-3.5.4-windows.zip |
| Windows 32 bit | ongdb-enterprise-3.5.4-windows.zip |
| Docker Image | <div><p>ONgDB 3.5.4 Docker Hub</p><pre>docker run \ --publish=7474:7474 --publish=7687:7687 \ --volume=\$HOME/neo4j/data:/data \ graphfoundation/ongdb:3.5.4</pre><p>Go to: http://localhost:7474</p></div> |

Highlights

- Three improvements around uniqueness constraint creation: (1) Indexes of type UNIQUE without a constraint can be dropped using DROP INDEX ON :Label(key). (2) Uniqueness constraint creation will not be subject to the dbms.transaction.timeout timeout. (3) Uniqueness constraint creation transaction will notice termination, e.g. termination using killQuery/killTransaction procedures will actually terminate it.
- Show query termination message when closing frame that has an active query

- Only print number of commands in toString() of PhysicalTransactionRepresentation
- ClusterBinding Shutdown
- Fix rare bug in slotted runtime which would manifest as an exception with the message Tried to copy more data into less in Cypher queries with execution plans containing an Apply with a Optional and a Distinct on its right hand side
- BlockBasedIndexPopulator uniqueness check handle false negatives

Detailed Changes and Docs

For the complete list of all changes, please see [the changelog](#). Look for 3.5 Operations manual [here](#).

Pages

Accessibility

Get Involved

Graph Community

Mission

Projects

- Heimdall
- Open Native Graph DB (ONgDB)
 - ONgDB Releases
 - ONgDB 3.4.11
 - ONgDB 3.4.12
 - ONgDB 3.4.9
 - ONgDB 3.5.1
 - ONgDB 3.5.3
 - ONgDB 3.5.4

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The Graph Foundation

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 - Articles of Incorporation

- **Code of Regulations**

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Exhibit 27

graphfoundation / ongdb

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Docs

Brad Nussbaum edited this page Mar 26, 2020 · 3 revisions

The ONgDB documentation is divided into different documentation for different editions and releases. You'll find relevant links to all of these resources on this index page.

Under development

- [ONgDB 4.0](#)
- [ONgDB 3.6](#)

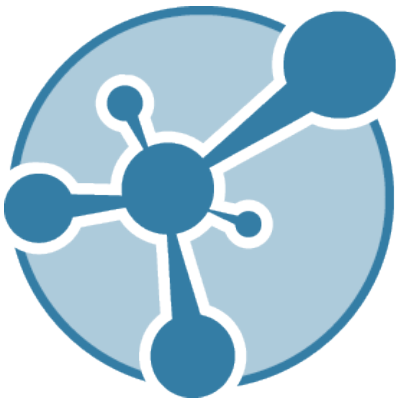
Latest release

- [ONgDB 3.5](#)

Older releases

- [ONgDB 3.4](#)

Pages 15



- [Website](#)
- [Wiki home](#)
- [Docs](#)

- [Changelog](#)
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Exhibit 28

graphfoundation / ongdb

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ONgDB 3.4 Docs

Brad Nussbaum edited this page Apr 9, 2020 · 3 revisions

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Exhibit 29

The Graph Foundation

Open Graph Technology for Public Good

Menu

1,000th ONgDB (Open Neo4j Enterprise) 3.5 Download

21 MAR
2019

[ADD A COMMENT](#)

We are excited to announce today that we have reached our **1,000th download of ONgDB 3.5**, the Open Neo4j Enterprise project!

Up until 3.5, Neo4j Enterprise had always been an open source project managed by Neo4j, Inc. After Neo4j, Inc. raised an 80M Series E round in October 2018, it quickly closed the open source code and removed it entirely from the neo4j GitHub project. This sudden shock to the community was swiftly responded to by The Graph Foundation to organize a community that will keep the original vision of a developing a native, scalable open source graph database alive. You can learn more about the Neo4j, Inc. shift to [Open Core](#) in [this article](#).

We are proud of this community that has worked to keep Neo4j Enterprise 3.5 open source. Building an open native graph database to reach the masses is our mission and reaching the 1000th download is a sign that we are succeeding in our mission to put a scalable graph to work for everyone. We are excited to be on this journey with you all and to keep this project advancing in the open for all to see, experience and build exciting businesses and products around. For more information on the ONgDB project and access to downloads visit the [ONgDB Project](#) page.

Thank you all and hope to see you around in the community!



Brad Nussbaum

Tags: **FOSS**, **Neo4j**, **ONgDB**

PREVIOUS

[Neo4j is Open Core – Now What?](#)

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Exhibit 30

Neo4j Desktop vs Neo4j Server

Neo4j Graph Platform

stephanie (Stephanie) #1 November 16, 2018, 7:31pm

Do the terms of use for "neo4j Desktop" apply to the ONGDB server which I downloaded under AGPLv3 license? I read the Desktop terms carefully and they refer everywhere to "neo4j Desktop software". Has anybody encountered this issue? I am feeling really stupid for not thinking this through before downloading the Desktop Software, especially as database authentication keeps failing. Before I spend any more time troubleshooting, could someone indicate any features of Desktop that are really worth it (other than UI)? I am planning production, so the license is important to me. Thank you!

andrew.bowman (Andrew Bowman) #2 November 16, 2018, 10:47pm

Hi Stephanie,

You may want to review our [licensing page](#). In particular, for Neo4j Desktop:

Neo4j Desktop is the new mission control center for Developers. It's free with registration, and it includes a **free** development license for Enterprise Edition **allowing you to use Neo4j Enterprise on your local desktop for developing applications** .


Basically it's for local development only, Neo4j Desktop isn't intended or licensed for deployment or usage as a server version (we have the server versions of Neo4j Community and Enterprise for that instead). It can freely be used as a client to connect to a separate server deployment, however.

You may want to review the rest of the licensing page, as there are various scenarios which will allow free Neo4j Enterprise usage (see the FAQ for details).

stephanie (Stephanie) #3 November 17, 2018, 7:27pm

Thanks! I will try to get the Desktop version working a bit longer before I entirely give up!

Exhibit 31



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The Graph Foundation

@GraphFoundation

Open Graph Technology for Public Good
graphfoundation.org

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@GraphFoundation

May 19

Latest [#ONgDB](#) apoc 3.5.0.8 procedure release is out.
[github.com/graphfoundatio...](https://github.com/graphfoundationio/apoc) [#Neo4j](#)

View summary ·   



The Graph Foundation

@GraphFoundation

May 14

Now is a great time evaluate your [#OSS](#) strategy. [#ONgDB](#) offers all the benefits of [#Neo4j](#) Enterprise and more for 3.x users. Help your project and your budget by making the switch to open source. Checkout the upcoming 3.6 release for more details. graphfoundation.org/projects/ongdb

View summary ·   





The Graph Foundation

@GraphFoundation

May 4

Many companies and governments are making the shift to [#ONgDB](#) as the open source replacement for [#Neo4j](#) Enterprise. Join the movement and help spread the word. If you are on 3.x, now is a great time to upgrade to the new 3.6 release and realize the benefits of [#FOSS](#) native graph.

View details ·   






The Graph Foundation

@GraphFoundation

May 3

Replying to [@GraphFoundation](#)
Checkout the ONgDB 3.6 docs for feature details and usage:
[github.com/graphfoundatio...](https://github.com/graphfoundationio/apoc)

View conversation ·   






The Graph Foundation

@GraphFoundation

May 3

Replying to [@GraphFoundation](#)
Full release coming soon! Please post feedback or issues to our GitHub:
[github.com/graphfoundatio...](https://github.com/graphfoundationio/apoc)

View conversation ·   


The Graph Foundation

@GraphFoundation

May 3

#ONgDB 3.6.0.RC1 is out featuring full-text search sorting and counts - highly requested features by the community. 3.6 is a great upgrade for those already on 3.x looking for performance improvements on open source #neo4j enterprise. graphfoundation.org/projects/ongdb/

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The Graph Foundation

@GraphFoundation

Jan 18

Open Native Graph DB (#ONgDB) is a fork of the #neo4j project that continues development of the neo4j enterprise codebase as a fully open source project after Neo4j Inc's Open Core Shift that closed ongoing development and removed existing source code. graphfoundation.org/neo4j-is-open-...

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Jan 18

#ONgDB (#FOSS #Neo4j Enterprise) 3.5.14 support release is out: graphfoundation.org/projects/ongdb/

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Nov 27

#ONgDB (#FOSS #Neo4j Enterprise) 3.5.12 support release is out: graphfoundation.org/projects/ongdb/

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The Graph Foundation

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Oct 28

We're on a mission to keep #Neo4j Enterprise open source. Learn more about the #ONgDB project and start developing with a fully open source native #GraphDatabase today! graphfoundation.org/neo4j-open-sou...

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The Graph Foundation

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Oct 9

#ONgDB 3.5.11 support release is out: graphfoundation.org/projects/ongdb/
What is ONgDB? Open Native Graph DB is an open source fork of #Neo4j, that picks up prior to Neo4j, Inc.'s removal of enterprise code from the main Github repository.

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The Graph Foundation

@GraphFoundation

10 May 19

#ONgDB (#FOSS #Neo4j Enterprise) 3.5.4 support release is out: graphfoundation.org/projects/ongdb/

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The Graph Foundation

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21 Mar 19

#ONgDB, Open #Neo4j Enterprise, marches on with 1,000th download. Read

more: graphfoundation.org/1000th-ongdb-o...

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The Graph Foundation

21 Mar 19

@GraphFoundation

Our [#ONgDB](#)/[#Neo4j](#) Enterprise CI server is up and running builds at bamboo.graphfoundation.org/browse/GF

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The Graph Foundation

17 Mar 19

@GraphFoundation

[#ONgDB](#) ([#FOSS](#) [#Neo4j](#) Enterprise) 3.5.3 support release is out: graphfoundation.org/projects/ongdb/

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The Graph Foundation retweeted



Bradley Nussbaum

13 Mar 19

@bradnussbaum

We're getting a lot of inbound asking why the [#Neo4j](#) Enterprise source code has disappeared in 3.5 after 10 years of open source development. Answers and the path forward here github.com/neo4j/neo4j/is...

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The Graph Foundation

31 Jan 19

@GraphFoundation

Please report all [#Neo4j](#) Enterprise 3.5+ issues to the ongdb Github (github.com/GraphFoundatio...) so we can more effectively track bugs related to open source enterprise code vs. open core community.

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The Graph Foundation

31 Jan 19

@GraphFoundation

[#ONgDB](#) ([#FOSS](#) [#Neo4j](#) Enterprise) 3.5.1 support release is out with 3.5.2 on the way: graphfoundation.org/projects/ongdb...

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The Graph Foundation

23 Jan 19

@GraphFoundation

Our vision for [#ONgDB](#) is to provide a single edition of a native graph database built for scale. For that reason we're breaking from the past naming that has separated "community" and "enterprise" editions and instead focusing on a unified vision for a single ongdb release.

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The Graph Foundation

23 Jan 19

@GraphFoundation

We're moving over to a new docker repository: hub.docker.com/r/graphfoundat... Existing users of the ongdb-enterprise repo should migrate to use future releases.

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The Graph Foundation

23 Jan 19

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#ONgDB (Open #Neo4j Enterprise) release 3.4.12 support release is out: graphfoundation.org/projects/ongdb...

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The Graph Foundation

18 Jan 19

@GraphFoundation

#ONgDB 3.4.11 support release is out: graphfoundation.org/projects/ongdb...

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The Graph Foundation retweeted



John Mark Suhy

23 Dec 18

@jmsuhy

medium.com/open-collectiv...

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The Graph Foundation retweeted



Bradley Nussbaum

19 Dec 18

@bradnussbaum

Huh. So @neo4j removed #AGPL licensed open source code with \$80MM Series E in hand after 8 years of commercializing on top of #OSS and the #Neo4jCommunity. To me this is unethical. I'd like to think some folks @fsf and @neo4j are just a little troubled by this as well.

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The Graph Foundation

19 Dec 18

@GraphFoundation

Interested in contributing to The Graph Foundation on the future of #OSS #ONgDB/#Neo4j Enterprise? Message devrel@graphfoundation.org to get a personal foundation email and join in our Slack at graphfoundation.slack.com/signup

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The Graph Foundation

20 Nov 18

@GraphFoundation

Amazing to have received this news from @github today! "Good news! We've upgraded your organization to a nonprofit Team Plan (essentially applying a 100% discount to your account), giving you unlimited repos for your projects and unlimited users. We hope it's useful."

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The Graph Foundation retweeted



Bradley Nussbaum

19 Nov 18

@bradnussbaum

@prathle You're glossing over a huge problem here. #Neo4j isn't a viable database without the open source enterprise features. This was the case way back in 1.8 (2012) when clustering with HA paxos was introduced and it's still the case now. neo4j.com/blog/open-core...

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The Graph Foundation retweeted



GraphGrid
@graphgrid

17 Nov 18

Proud to be sponsoring the movement to keep [#Neo4j](#) Enterprise open source under [#AGPL](#) and to provide commercial support on behalf of the foundation. Contact us for details and you'll reduce your licensing costs and support [#OSS](#) [twitter.com/GraphFoundatio...](#)
[View details](#) ·



The Graph Foundation
@GraphFoundation

17 Nov 18

Replying to [@GraphFoundation](#)
The [@GraphFoundation](#) is moving forward the development of a [#Neo4j](#) Enterprise 3.5 release. This will be a divergent but open source [#AGPL](#) release that continues the commitment we forged at the beginning of this journey. Graphs for everyone! [github.com/GraphFoundatio...](#)
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The Graph Foundation
@GraphFoundation

17 Nov 18

Replying to [@GraphFoundation](#)
[#Neo4j](#) Enterprise is proprietary now. Check the github repository and see the enterprise modules are gone. This included data formats, clustering, monitoring, security and more. All gone. [github.com/neo4j/neo4j](#)
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Exhibit 32

Errors while building ONgDB

Asked 7 months ago Viewed 34 times

Github Soruce: <https://github.com/GraphFoundation/ongdb/tree/3.2.3>

0

Open Native Graph DB (ONgDB) is a non-restrictive fork of Neo4j, the world's leading Graph Database. It is a high performance graph store with all the features expected of a mature and robust database, like a friendly query language, ACID transactions and high availability clustering. The programmer works with a flexible network structure of nodes and relationships rather than static tables — yet enjoys all the benefits of enterprise-quality database. For many applications, ONgDB offers orders of magnitude performance benefits compared to relational DBs.

I did a cd to ongdb-3.2.3/enterprise/neo4j-enterprise and did a mvn install but its failing

```
sudo mvn clean install -Dlicense.skip=true -Dmaven.test.skip=true -e -U
[INFO] Error stacktraces are turned on.
[INFO] Scanning for projects...
[WARNING]
[WARNING] Some problems were encountered while building the effective model for
org.neo4j:neo4j-enterprise:jar:3.2.3-SNAPSHOT
[WARNING] Reporting configuration should be done in <reporting> section, not in maven-
site-plugin <configuration> as reportPlugins parameter.
[WARNING]
[WARNING] It is highly recommended to fix these problems because they threaten the
stability of your build.
[WARNING]
[WARNING] For this reason, future Maven versions might no longer support building such
malformed projects.
[WARNING]
[INFO]
[INFO] -----
[INFO] Building Neo4j - Enterprise 3.2.3-SNAPSHOT
[INFO] -----
Downloading from central:
...A bunch of downloads...

[INFO] -----
[INFO] BUILD FAILURE
[INFO] -----
[INFO] Total time: 01:03 min
[INFO] Finished at: 2019-02-13T15:07:11+05:30
[INFO] Final Memory: 16M/226M
[INFO] -----
[ERROR] Failed to execute goal on project neo4j-enterprise: Could not resolve
dependencies for project org.neo4j:neo4j-enterprise:jar:3.2.3-SNAPSHOT: The following
artifacts could not be resolved: org.neo4j:neo4j:jar:3.2.3-SNAPSHOT, org.neo4j:neo4j-
query-logging:jar:3.2.3-SNAPSHOT, org.neo4j:neo4j-com:jar:3.2.3-SNAPSHOT,
org.neo4j:neo4j-backup:jar:3.2.3-SNAPSHOT, org.neo4j:neo4j-ha:jar:3.2.3-SNAPSHOT,
org.neo4j:neo4j-causal-clustering:jar:3.2.3-SNAPSHOT, org.neo4j:neo4j-metrics:jar:3.2.3-
SNAPSHOT, org.neo4j:neo4j-management:jar:3.2.3-SNAPSHOT, org.neo4j:neo4j-security-
enterprise:jar:3.2.3-SNAPSHOT, org.neo4j:neo4j:jar:tests:3.2.3-SNAPSHOT,
```

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```

(http://m2.neo4j.org/content/repositories/snapshots/) -> [Help 1]
org.apache.maven.lifecycle.LifecycleExecutionException: Failed to execute goal on
project neo4j-enterprise: Could not resolve dependencies for project org.neo4j:neo4j-
enterprise:jar:3.2.3-SNAPSHOT: The following artifacts could not be resolved:
org.neo4j:neo4j:jar:3.2.3-SNAPSHOT, org.neo4j:neo4j-query-logging:jar:3.2.3-SNAPSHOT,
org.neo4j:neo4j-com:jar:3.2.3-SNAPSHOT, org.neo4j:neo4j-backup:jar:3.2.3-SNAPSHOT,
org.neo4j:neo4j-ha:jar:3.2.3-SNAPSHOT, org.neo4j:neo4j-causal-clustering:jar:3.2.3-
SNAPSHOT, org.neo4j:neo4j-metrics:jar:3.2.3-SNAPSHOT, org.neo4j:neo4j-
management:jar:3.2.3-SNAPSHOT, org.neo4j:neo4j-security-enterprise:jar:3.2.3-SNAPSHOT,
org.neo4j:neo4j:jar:tests:3.2.3-SNAPSHOT, org.neo4j:neo4j-ha:jar:tests:3.2.3-SNAPSHOT,
org.neo4j:neo4j-cluster:jar:tests:3.2.3-SNAPSHOT, org.neo4j:neo4j-enterprise-
kernel:jar:tests:3.2.3-SNAPSHOT, org.neo4j:neo4j-consistency-check:jar:tests:3.2.3-
SNAPSHOT: Could not find artifact org.neo4j:neo4j:jar:3.2.3-SNAPSHOT in neo4j-snapshot-
repository (http://m2.neo4j.org/content/repositories/snapshots/)
    at org.apache.maven.lifecycle.internal.LifecycleDependencyResolver.getDependencies
(LifecycleDependencyResolver.java:249)
    at
org.apache.maven.lifecycle.internal.LifecycleDependencyResolver.resolveProjectDependencies
(LifecycleDependencyResolver.java:145)
    at org.apache.maven.lifecycle.internal.MojoExecutor.ensureDependenciesAreResolved
(MojoExecutor.java:246)
    at org.apache.maven.lifecycle.internal.MojoExecutor.execute (MojoExecutor.java:200)
    at org.apache.maven.lifecycle.internal.MojoExecutor.execute (MojoExecutor.java:154)
    at org.apache.maven.lifecycle.internal.MojoExecutor.execute (MojoExecutor.java:146)
    at org.apache.maven.lifecycle.internal.LifecycleModuleBuilder.buildProject
(LifecycleModuleBuilder.java:117)
    at org.apache.maven.lifecycle.internal.LifecycleModuleBuilder.buildProject
(LifecycleModuleBuilder.java:81)
    at
org.apache.maven.lifecycle.internal.builder.singlethreaded.SingleThreadedBuilder.build
(SingleThreadedBuilder.java:51)
    at org.apache.maven.lifecycle.internal.LifecycleStarter.execute
(LifecycleStarter.java:128)
    at org.apache.maven.DefaultMaven.doExecute (DefaultMaven.java:309)
    at org.apache.maven.DefaultMaven.doExecute (DefaultMaven.java:194)
    at org.apache.maven.DefaultMaven.execute (DefaultMaven.java:107)
    at org.apache.maven.cli.MavenCli.execute (MavenCli.java:955)
    at org.apache.maven.cli.MavenCli.doMain (MavenCli.java:290)
    at org.apache.maven.cli.MavenCli.main (MavenCli.java:194)
    at sun.reflect.NativeMethodAccessorImpl.invoke0 (Native Method)
    at sun.reflect.NativeMethodAccessorImpl.invoke (NativeMethodAccessorImpl.java:62)
    at sun.reflect.DelegatingMethodAccessorImpl.invoke
(DelegatingMethodAccessorImpl.java:43)
    at java.lang.reflect.Method.invoke (Method.java:498)
    at org.codehaus.plexus.classworlds.launcher.Launcher.launchEnhanced
(Launcher.java:289)
    at org.codehaus.plexus.classworlds.launcher.Launcher.launch (Launcher.java:229)
    at org.codehaus.plexus.classworlds.launcher.Launcher.mainWithExitCode
(Launcher.java:415)
    at org.codehaus.plexus.classworlds.launcher.Launcher.main (Launcher.java:356)
Caused by: org.apache.maven.project.DependencyResolutionException: Could not resolve
dependencies for project org.neo4j:neo4j-enterprise:jar:3.2.3-SNAPSHOT: The following
artifacts could not be resolved: org.neo4j:neo4j:jar:3.2.3-SNAPSHOT, org.neo4j:neo4j-
query-logging:jar:3.2.3-SNAPSHOT, org.neo4j:neo4j-com:jar:3.2.3-SNAPSHOT,
org.neo4j:neo4j-backup:jar:3.2.3-SNAPSHOT, org.neo4j:neo4j-ha:jar:3.2.3-SNAPSHOT,
org.neo4j:neo4j-causal-clustering:jar:3.2.3-SNAPSHOT, org.neo4j:neo4j-metrics:jar:3.2.3-
SNAPSHOT, org.neo4j:neo4j-management:jar:3.2.3-SNAPSHOT, org.neo4j:neo4j-security-
enterprise:jar:3.2.3-SNAPSHOT, org.neo4j:neo4j:jar:tests:3.2.3-SNAPSHOT,
org.neo4j:neo4j-ha:jar:tests:3.2.3-SNAPSHOT, org.neo4j:neo4j-cluster:jar:tests:3.2.3-
SNAPSHOT, org.neo4j:neo4j-enterprise-kernel:jar:tests:3.2.3-SNAPSHOT, org.neo4j:neo4j-
consistency-check:jar:tests:3.2.3-SNAPSHOT: Could not find artifact

```

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```

    at org.apache.maven.lifecycle.internal.LifecycleDependencyResolver.getDependencies
(LifecycleDependencyResolver.java:223)
    at
org.apache.maven.lifecycle.internal.LifecycleDependencyResolver.resolveProjectDependencies
(LifecycleDependencyResolver.java:145)
    at org.apache.maven.lifecycle.internal.MojoExecutor.ensureDependenciesAreResolved
(MojoExecutor.java:246)
    at org.apache.maven.lifecycle.internal.MojoExecutor.execute (MojoExecutor.java:200)
    at org.apache.maven.lifecycle.internal.MojoExecutor.execute (MojoExecutor.java:154)
    at org.apache.maven.lifecycle.internal.MojoExecutor.execute (MojoExecutor.java:146)
    at org.apache.maven.lifecycle.internal.LifecycleModuleBuilder.buildProject
(LifecycleModuleBuilder.java:117)
    at org.apache.maven.lifecycle.internal.LifecycleModuleBuilder.buildProject
(LifecycleModuleBuilder.java:81)
    at
org.apache.maven.lifecycle.internal.builder.singlethreaded.SingleThreadedBuilder.build
(SingleThreadedBuilder.java:51)
    at org.apache.maven.lifecycle.internal.LifecycleStarter.execute
(LifecycleStarter.java:128)
    at org.apache.maven.DefaultMaven.doExecute (DefaultMaven.java:309)
    at org.apache.maven.DefaultMaven.doExecute (DefaultMaven.java:194)
    at org.apache.maven.DefaultMaven.execute (DefaultMaven.java:107)
    at org.apache.maven.cli.MavenCli.execute (MavenCli.java:955)
    at org.apache.maven.cli.MavenCli.doMain (MavenCli.java:290)
    at org.apache.maven.cli.MavenCli.main (MavenCli.java:194)
    at sun.reflect.NativeMethodAccessorImpl.invoke0 (Native Method)
    at sun.reflect.NativeMethodAccessorImpl.invoke (NativeMethodAccessorImpl.java:62)
    at sun.reflect.DelegatingMethodAccessorImpl.invoke
(DelegatingMethodAccessorImpl.java:43)
    at java.lang.reflect.Method.invoke (Method.java:498)
    at org.codehaus.plexus.classworlds.launcher.Launcher.launchEnhanced
(Launcher.java:289)
    at org.codehaus.plexus.classworlds.launcher.Launcher.launch (Launcher.java:229)
    at org.codehaus.plexus.classworlds.launcher.Launcher.mainWithExitCode
(Launcher.java:415)
    at org.codehaus.plexus.classworlds.launcher.Launcher.main (Launcher.java:356)
Caused by: org.eclipse.aether.resolution.DependencyResolutionException: The following
artifacts could not be resolved: org.neo4j:neo4j:jar:3.2.3-SNAPSHOT, org.neo4j:neo4j-
query-logging:jar:3.2.3-SNAPSHOT, org.neo4j:neo4j-com:jar:3.2.3-SNAPSHOT,
org.neo4j:neo4j-backup:jar:3.2.3-SNAPSHOT, org.neo4j:neo4j-ha:jar:3.2.3-SNAPSHOT,
org.neo4j:neo4j-causal-clustering:jar:3.2.3-SNAPSHOT, org.neo4j:neo4j-metrics:jar:3.2.3-
SNAPSHOT, org.neo4j:neo4j-management:jar:3.2.3-SNAPSHOT, org.neo4j:neo4j-security-
enterprise:jar:3.2.3-SNAPSHOT, org.neo4j:neo4j:jar:tests:3.2.3-SNAPSHOT,
org.neo4j:neo4j-ha:jar:tests:3.2.3-SNAPSHOT, org.neo4j:neo4j-cluster:jar:tests:3.2.3-
SNAPSHOT, org.neo4j:neo4j-enterprise-kernel:jar:tests:3.2.3-SNAPSHOT, org.neo4j:neo4j-
consistency-check:jar:tests:3.2.3-SNAPSHOT: Could not find artifact
org.neo4j:neo4j:jar:3.2.3-SNAPSHOT in neo4j-snapshot-repository
(http://m2.neo4j.org/content/repositories/snapshots/)
    at org.eclipse.aether.internal.impl.DefaultRepositorySystem.resolveDependencies
(DefaultRepositorySystem.java:355)
    at org.apache.maven.project.DefaultProjectDependenciesResolver.resolve
(DefaultProjectDependenciesResolver.java:202)
    at org.apache.maven.lifecycle.internal.LifecycleDependencyResolver.getDependencies
(LifecycleDependencyResolver.java:223)
    at
org.apache.maven.lifecycle.internal.LifecycleDependencyResolver.resolveProjectDependencies
(LifecycleDependencyResolver.java:145)
    at org.apache.maven.lifecycle.internal.MojoExecutor.ensureDependenciesAreResolved
(MojoExecutor.java:246)
    at org.apache.maven.lifecycle.internal.MojoExecutor.execute (MojoExecutor.java:200)
    at org.apache.maven.lifecycle.internal.MojoExecutor.execute (MojoExecutor.java:154)

```

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```

(LifecycleModuleBuilder.java:81)
    at
org.apache.maven.lifecycle.internal.builder.singlethreaded.SingleThreadedBuilder.build
(SingleThreadedBuilder.java:51)
    at org.apache.maven.lifecycle.internal.LifecycleStarter.execute
(LifecycleStarter.java:128)
    at org.apache.maven.DefaultMaven.doExecute (DefaultMaven.java:309)
    at org.apache.maven.DefaultMaven.doExecute (DefaultMaven.java:194)
    at org.apache.maven.DefaultMaven.execute (DefaultMaven.java:107)
    at org.apache.maven.cli.MavenCli.execute (MavenCli.java:955)
    at org.apache.maven.cli.MavenCli.doMain (MavenCli.java:290)
    at org.apache.maven.cli.MavenCli.main (MavenCli.java:194)
    at sun.reflect.NativeMethodAccessorImpl.invoke0 (Native Method)
    at sun.reflect.NativeMethodAccessorImpl.invoke (NativeMethodAccessorImpl.java:62)
    at sun.reflect.DelegatingMethodAccessorImpl.invoke
(DelegatingMethodAccessorImpl.java:43)
    at java.lang.reflect.Method.invoke (Method.java:498)
    at org.codehaus.plexus.classworlds.launcher.Launcher.launchEnhanced
(Launcher.java:289)
    at org.codehaus.plexus.classworlds.launcher.Launcher.launch (Launcher.java:229)
    at org.codehaus.plexus.classworlds.launcher.Launcher.mainWithExitCode
(Launcher.java:415)
    at org.codehaus.plexus.classworlds.launcher.Launcher.main (Launcher.java:356)
Caused by: org.eclipse.aether.resolution.ArtifactResolutionException: The following
artifacts could not be resolved: org.neo4j:neo4j:jar:3.2.3-SNAPSHOT, org.neo4j:neo4j-
query-logging:jar:3.2.3-SNAPSHOT, org.neo4j:neo4j-com:jar:3.2.3-SNAPSHOT,
org.neo4j:neo4j-backup:jar:3.2.3-SNAPSHOT, org.neo4j:neo4j-ha:jar:3.2.3-SNAPSHOT,
org.neo4j:neo4j-causal-clustering:jar:3.2.3-SNAPSHOT, org.neo4j:neo4j-metrics:jar:3.2.3-
SNAPSHOT, org.neo4j:neo4j-management:jar:3.2.3-SNAPSHOT, org.neo4j:neo4j-security-
enterprise:jar:3.2.3-SNAPSHOT, org.neo4j:neo4j:jar:tests:3.2.3-SNAPSHOT,
org.neo4j:neo4j-ha:jar:tests:3.2.3-SNAPSHOT, org.neo4j:neo4j-cluster:jar:tests:3.2.3-
SNAPSHOT, org.neo4j:neo4j-enterprise-kernel:jar:tests:3.2.3-SNAPSHOT, org.neo4j:neo4j-
consistency-check:jar:tests:3.2.3-SNAPSHOT: Could not find artifact
org.neo4j:neo4j:jar:3.2.3-SNAPSHOT in neo4j-snapshot-repository
(http://m2.neo4j.org/content/repositories/snapshots/)
    at org.eclipse.aether.internal.impl.DefaultArtifactResolver.resolve
(DefaultArtifactResolver.java:422)
    at org.eclipse.aether.internal.impl.DefaultArtifactResolver.resolveArtifacts
(DefaultArtifactResolver.java:224)
    at org.eclipse.aether.internal.impl.DefaultRepositorySystem.resolveDependencies
(DefaultRepositorySystem.java:338)
    at org.apache.maven.project.DefaultProjectDependenciesResolver.resolve
(DefaultProjectDependenciesResolver.java:202)
    at org.apache.maven.lifecycle.internal.LifecycleDependencyResolver.getDependencies
(LifecycleDependencyResolver.java:223)
    at
org.apache.maven.lifecycle.internal.LifecycleDependencyResolver.resolveProjectDependencies
(LifecycleDependencyResolver.java:145)
    at org.apache.maven.lifecycle.internal.MojoExecutor.ensureDependenciesAreResolved
(MojoExecutor.java:246)
    at org.apache.maven.lifecycle.internal.MojoExecutor.execute (MojoExecutor.java:200)
    at org.apache.maven.lifecycle.internal.MojoExecutor.execute (MojoExecutor.java:154)
    at org.apache.maven.lifecycle.internal.MojoExecutor.execute (MojoExecutor.java:146)
    at org.apache.maven.lifecycle.internal.LifecycleModuleBuilder.buildProject
(LifecycleModuleBuilder.java:117)
    at org.apache.maven.lifecycle.internal.LifecycleModuleBuilder.buildProject
(LifecycleModuleBuilder.java:81)
    at
org.apache.maven.lifecycle.internal.builder.singlethreaded.SingleThreadedBuilder.build
(SingleThreadedBuilder.java:51)
    at org.apache.maven.lifecycle.internal.LifecycleStarter.execute

```

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maven errors while building onfdb - Stack Overflow

```
at org.apache.maven.cli.MavenCli.execute (MavenCli.java:955)
at org.apache.maven.cli.MavenCli.doMain (MavenCli.java:290)
at org.apache.maven.cli.MavenCli.main (MavenCli.java:194)
at sun.reflect.NativeMethodAccessorImpl.invoke0 (Native Method)
at sun.reflect.NativeMethodAccessorImpl.invoke (NativeMethodAccessorImpl.java:62)
at sun.reflect.DelegatingMethodAccessorImpl.invoke
(DelegatingMethodAccessorImpl.java:43)
at java.lang.reflect.Method.invoke (Method.java:498)
at org.codehaus.plexus.classworlds.launcher.Launcher.launchEnhanced
(Launcher.java:289)
at org.codehaus.plexus.classworlds.launcher.Launcher.launch (Launcher.java:229)
at org.codehaus.plexus.classworlds.launcher.Launcher.mainWithExitCode
(Launcher.java:415)
at org.codehaus.plexus.classworlds.launcher.Launcher.main (Launcher.java:356)
Caused by: org.eclipse.aether.transfer.ArtifactNotFoundException: Could not find
artifact org.neo4j:neo4j:jar:3.2.3-SNAPSHOT in neo4j-snapshot-repository
(http://m2.neo4j.org/content/repositories/snapshots/)
at org.eclipse.aether.connector.basic.ArtifactTransportListener.transferFailed
(ArtifactTransportListener.java:48)
at org.eclipse.aether.connector.basic.BasicRepositoryConnector$TaskRunner.run
(BasicRepositoryConnector.java:365)
at org.eclipse.aether.util.concurrency.RunnableErrorForwarder$1.run
(RunnableErrorForwarder.java:75)
at java.util.concurrent.ThreadPoolExecutor.runWorker (ThreadPoolExecutor.java:1149)
at java.util.concurrent.ThreadPoolExecutor$Worker.run (ThreadPoolExecutor.java:624)
at java.lang.Thread.run (Thread.java:748)
[ERROR]
[ERROR] Re-run Maven using the -X switch to enable full debug logging.
[ERROR]
[ERROR] For more information about the errors and possible solutions, please read the
following articles:
[ERROR] [Help 1]
http://cwiki.apache.org/confluence/display/MAVEN/DependencyResolutionException
```



maven

asked Feb 13 at 10:22



Srinath Ganesh

1,174 14 32

Exhibit 33

Gremlin-server not starting with ongdb

Asked 7 months ago Viewed 92 times

I am trying to start the Gremlin server with ONgDB. I am using Gremlin Server (v3.4.0) and ONgDB (v3.2.3). Following the conf changes, I made

0

neo4j-empty.properties

```
gremlin.graph=org.apache.tinkerpop.gremlin.neo4j.structure.Neo4jGraph
gremlin.neo4j.directory=/home/rgupta/Documents/Gremlin-db/neo4j.server1
gremlin.neo4j.conf.ha.server_id=1
gremlin.neo4j.conf.ha.initial_hosts=localhost:5001\,localhost:5002\,localhost:5003
gremlin.neo4j.conf.ha.host.coordination=localhost:5001
gremlin.neo4j.conf.ha.host.data=localhost:6001
```

gremlin-server-neo4j.yaml

```
host: localhost
port: 8182
scriptEvaluationTimeout: 30000
channelizer: org.apache.tinkerpop.gremlin.server.channel.WebSocketChannelizer
graphs: {
  graph: conf/neo4j-empty.properties}
scriptEngines: {
  gremlin-groovy: {
    plugins: { org.apache.tinkerpop.gremlin.server.jsr223.GremlinServerGremlinPlugin:
    {}},
    org.apache.tinkerpop.gremlin.neo4j.jsr223.Neo4jGremlinPlugin: {},
    org.apache.tinkerpop.gremlin.jsr223.ImportGremlinPlugin: {classImports:
    [java.lang.Math], methodImports: [java.lang.Math#*]},
    org.apache.tinkerpop.gremlin.jsr223.ScriptFileGremlinPlugin: {files:
    [scripts/empty-sample.groovy]}}}
serializers:
  - { className: org.apache.tinkerpop.gremlin.driver.ser.GryoMessageSerializerV3d0,
    config: { ioRegistries:
    [org.apache.tinkerpop.gremlin.tinkergraph.structure.TinkerIoRegistryV3d0] }}
  # application/vnd.gremlin-v3.0+gryo
  - { className: org.apache.tinkerpop.gremlin.driver.ser.GryoMessageSerializerV3d0,
    config: { serializeResultToString: true }}
  # application/vnd.gremlin-v3.0+gryo-stringd
  - { className: org.apache.tinkerpop.gremlin.driver.ser.GraphSONMessageSerializerV3d0,
    config: { ioRegistries:
    [org.apache.tinkerpop.gremlin.tinkergraph.structure.TinkerIoRegistryV3d0] }} #
  application/json
  - { className: org.apache.tinkerpop.gremlin.driver.ser.GraphBinaryMessageSerializerV1
  }
  # application/vnd.graphbinary-v1.0
processors:
  - { className: org.apache.tinkerpop.gremlin.server.op.session.SessionOpProcessor,
    config: { sessionTimeout: 28800000 }}
  - { className: org.apache.tinkerpop.gremlin.server.op.traversal.TraversalOpProcessor,
    config: { cacheExpirationTime: 600000, cacheMaxSize: 1000 }}
metrics: {
```

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```

slf4jReporter: {enabled: true, interval: 180000}}
strictTransactionManagement: false
idleConnectionTimeout: 0
keepAliveInterval: 0
maxInitialLineLength: 4096
maxHeaderSize: 8192
maxChunkSize: 8192
maxContentLength: 65536
maxAccumulationBufferComponents: 1024
resultIterationBatchSize: 64
writeBufferLowWaterMark: 32768
writeBufferHighWaterMark: 65536
ssl: {
  enabled: false}

```

At the time of running the gremlin server, I get the following error:

```

[INFO] GremlinServer - 3.4.0
      \,,,/
      (o o)
-----o00o-(3)-o00o-----

[INFO] GremlinServer - Configuring Gremlin Server from conf/gremlin-server-neo4j.yaml
[INFO] MetricManager - Configured Metrics ConsoleReporter configured with report
interval=180000ms
[INFO] MetricManager - Configured Metrics CsvReporter configured with report
interval=180000ms to fileName=/tmp/gremlin-server-metrics.csv
[INFO] MetricManager - Configured Metrics JmxReporter configured with domain= and
agentId=
[INFO] MetricManager - Configured Metrics Slf4jReporter configured with
interval=180000ms and
loggerName=org.apache.tinkerpop.gremlin.server.Settings$Slf4jReporterMetrics
[WARN] DefaultGraphManager - Graph [graph] configured at [conf/neo4j-empty.properties]
could not be instantiated and will not be available in Gremlin Server. GraphFactory
message: GraphFactory could not find
[org.apache.tinkerpop.gremlin.neo4j.structure.Neo4jGraph] - Ensure that the jar is in
the classpath
java.lang.RuntimeException: GraphFactory could not find
[org.apache.tinkerpop.gremlin.neo4j.structure.Neo4jGraph] - Ensure that the jar is in
the classpath
    at
    org.apache.tinkerpop.gremlin.structure.util.GraphFactory.open(GraphFactory.java:63)
    at
    org.apache.tinkerpop.gremlin.structure.util.GraphFactory.open(GraphFactory.java:104)
    at
    org.apache.tinkerpop.gremlin.server.util.DefaultGraphManager.lambda$new$(DefaultGraphMana
    at java.util.LinkedHashMap$LinkedEntrySet.forEach(LinkedHashMap.java:671)
    at org.apache.tinkerpop.gremlin.server.util.DefaultGraphManager.<init>
(DefaultGraphManager.java:55)
    at sun.reflect.NativeConstructorAccessorImpl.newInstance0(Native Method)
    at
    sun.reflect.NativeConstructorAccessorImpl.newInstance(NativeConstructorAccessorImpl.java:6
    at
    sun.reflect.DelegatingConstructorAccessorImpl.newInstance(DelegatingConstructorAccesso
    at java.lang.reflect.Constructor.newInstance(Constructor.java:423)
    at org.apache.tinkerpop.gremlin.server.util.ServerGremlinExecutor.<init>

```

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```

[INFO] ServerGremlinExecutor - Initialized Gremlin thread pool. Threads in pool named
with pattern gremlin-*
Exception in thread "main" java.lang.IllegalStateException:
java.lang.ClassNotFoundException:
org.apache.tinkerpop.gremlin.neo4j.jsr223.Neo4jGremlinPlugin
    at
org.apache.tinkerpop.gremlin.groovy.engine.GremlinExecutor.initializeGremlinScriptEngineMa

    at org.apache.tinkerpop.gremlin.groovy.engine.GremlinExecutor.<init>
(GremlinExecutor.java:108)
    at org.apache.tinkerpop.gremlin.groovy.engine.GremlinExecutor.<init>
(GremlinExecutor.java:77)
    at
org.apache.tinkerpop.gremlin.groovy.engine.GremlinExecutor$Builder.create(GremlinExecutor.

    at org.apache.tinkerpop.gremlin.server.util.ServerGremlinExecutor.<init>
(ServerGremlinExecutor.java:128)
    at org.apache.tinkerpop.gremlin.server.GremlinServer.<init>(GremlinServer.java:122)
    at org.apache.tinkerpop.gremlin.server.GremlinServer.<init>(GremlinServer.java:86)
    at org.apache.tinkerpop.gremlin.server.GremlinServer.main(GremlinServer.java:345)
Caused by: java.lang.ClassNotFoundException:
org.apache.tinkerpop.gremlin.neo4j.jsr223.Neo4jGremlinPlugin
    at java.net.URLClassLoader.findClass(URLClassLoader.java:381)
    at java.lang.ClassLoader.loadClass(ClassLoader.java:424)
    at sun.misc.Launcher$AppClassLoader.loadClass(Launcher.java:349)
    at java.lang.ClassLoader.loadClass(ClassLoader.java:357)
    at java.lang.Class.forName0(Native Method)
    at java.lang.Class.forName(Class.java:264)
    at
org.apache.tinkerpop.gremlin.groovy.engine.GremlinExecutor.initializeGremlinScriptEngineMa

... 7 more
[INFO] OpLoader - Adding the standard OpProcessor.
[INFO] OpLoader - Adding the session OpProcessor.
[INFO] OpLoader - Adding the traversal OpProcessor.
[INFO] GremlinServer - Shutting down OpProcessor[]
[INFO] GremlinServer - Shutting down OpProcessor[session]
[INFO] GremlinServer - Shutting down OpProcessor[traversal]
[INFO] GremlinServer - Shutting down thread pools.
Exception in thread "gremlin-server-shutdown" java.lang.NullPointerException
    at org.apache.tinkerpop.gremlin.server.GremlinServer.stop(GremlinServer.java:255)
    at
org.apache.tinkerpop.gremlin.server.GremlinServer.lambda$new$0(GremlinServer.java:103)
    at java.lang.Thread.run(Thread.java:748)

```

I also tried ONgdb (neo4j) with different gremlin server versions like v3.3.0 and v3.3.1

python

neo4j

gremlin-server

edited Feb 27 at 15:27



Radostin Nanov

132 1 5

asked Feb 21 at 8:41

Ravindra Gupta

368 1 20

Exhibit 34

Loading large cypher file in Neo4J

Asked 7 months ago Active 7 months ago Viewed 196 times



0



I'm having some difficulty loading a Cypher file into Neo4J in Windows 10. The file in question is a 175 Mb .cql file filled with more than a million lines of nodes and edges (separated by semicolons) in the Cypher language -- CREATE [node], that sort of thing. For smaller items, I have been using an APOC command in the web browser:

```
call apoc.cypher.runFile('file:///<file path>')
```

but this is too slow for a million+ query file. I've created indexes for the nodes, and am currently running it through a command:

```
neo4j-shell -file <file path> -path localhost
```

but this is still slow. I was wondering, is there any way to speed up the intake?

Also, note that I am using an recent ONGDB build, rather than straight Neo4J; I do not believe this will make any substantial difference.

performance

neo4j

cypher

edited Jan 16 at 20:14

asked Jan 16 at 19:45



tq343

45 ● 8

2 Answers

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2

If you are ingesting into a new neo4j DB, you should consider refactoring the data out of it and using the [import command of neo4j-admin](#) tool to efficiently ingest the data.

If you are ingesting into an existing DB, you should consider refactoring the data and logic out of the CQL file and using [LOAD CSV](#).

answered Jan 16 at 20:50



cybersam

45.3k ● 5 ● 35 ● 58



1

I ended up ingesting it using cypher-shell. It's still slow, but at least it does finish. Using it requires one to first open a Neo4J console then, in a second command line, use:

```
type <filepath>\data.cql | bin\cypher-shell.bat -a localhost -u <user> -p <password> --fail-at-end
```



This works for Windows 10, although it does take a while.

answered Jan 22 at 14:56



tq343

45 ● 8

Exhibit 35

Unable to connect to Neo4J/ONgDB Browser when port forwarding

Asked 7 months ago Active 7 months ago Viewed 115 times



0

I am running the ONgDB container as per [their Docker run command](#).

I have tested this locally on my laptop and it worked before, I was able to navigate to the graph browser and log in.



Now I am running this Graph in a server.

I did port forwarding to my laptop successfully, and am able to see ONgDB Browser in my laptop.



1

However I am unable to log in, I get the error: `ServiceUnavailable: WebSocket connection failure. Due to security constraints in your web browser, the reason for the failure is not available to this Neo4j Driver. Please use your browsers development console to determine the root cause of the failure. Common reasons inc...`

I found [Neo4J article](#) on how to resolve it.

I entered the ONgDB container filesystem and opened the `.conf` file, but there was no line to uncomment.

I tried to add the suggested line `dbms.connector.bolt.address=0.0.0.0:7687` but it does not work as well.

How can I enable ONgDB Docker container for remote access?

neo4j

asked Feb 18 at 4:10

[cryanbhu](#)

834 7 15

1 Answer



0

I figured out the problem, in Neo4J/ONgDB browser, it fills the database host with `localhost` by default.

You just have to fill it in with the server's IP there and it works.



Also, you can connect using a desktop Neo4J/ONgDB browser to a remote graph, its just like a database (RDBMS) where you can connect to it from a client running locally.

answered Feb 18 at 5:05

[cryanbhu](#)

834 7 15

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Exhibit 36

Updated the LICENSE.txt file to be pure AGPL as to not violate the fs...

Browse files

...f copyright and to be in line with the AGPL license.

3.5 3.5.9 ... 3.5.3

 John Mark Suhy committed on Mar 1

1 parent [c90a39d](#) commit [c0b23b21e051fe12bd01a50d46ca3a7ad9e88374](#)

Showing 29 changed files with 6,790 additions and 6,962 deletions.

UnifiedSplit

661 LICENSE.txt

```
@@ -0,0 +1,661 @@
+ GNU AFFERO GENERAL PUBLIC LICENSE
+   Version 3, 19 November 2007
+
+ Copyright (C) 2007 Free Software Foundation, Inc. <https://fsf.org/>
+ Everyone is permitted to copy and distribute verbatim copies
+ of this license document, but changing it is not allowed.
+
+ Preamble
+
+ The GNU Affero General Public License is a free, copyleft license for
+ software and other kinds of works, specifically designed to ensure
+ cooperation with the community in the case of network server software.
+
+ The licenses for most software and other practical works are designed
+ to take away your freedom to share and change the works. By contrast,
+ our General Public Licenses are intended to guarantee your freedom to
+ share and change all versions of a program--to make sure it remains free
+ software for all its users.
+
+ When we speak of free software, we are referring to freedom, not
+ price. Our General Public Licenses are designed to make sure that you
+ have the freedom to distribute copies of free software (and charge for
+ them if you wish), that you receive source code or can get it if you
+ want it, that you can change the software or use pieces of it in new
+ free programs, and that you know you can do these things.
+
+ Developers that use our General Public Licenses protect your rights
+ with two steps: (1) assert copyright on the software, and (2) offer
+ you this License which gives you legal permission to copy, distribute
+ and/or modify the software.
+
+ A secondary benefit of defending all users' freedom is that
+ improvements made in alternate versions of the program, if they
+ receive widespread use, become available for other developers to
+ incorporate. Many developers of free software are heartened and
+ encouraged by the resulting cooperation. However, in the case of
+ software used on network servers, this result may fail to come about.
+ The GNU General Public License permits making a modified version and
+ letting the public access it on a server without ever releasing its
+ source code to the public.
+
+ The GNU Affero General Public License is designed specifically to
+ ensure that, in such cases, the modified source code becomes available
+ to the community. It requires the operator of a network server to
+ provide the source code of the modified version running there to the
```

46 + users of that server. Therefore, public use of a modified version, on
47 + a publicly accessible server, gives the public access to the source
48 + code of the modified version.
49 +
50 + An older license, called the Affero General Public License and
51 + published by Affero, was designed to accomplish similar goals. This is
52 + a different license, not a version of the Affero GPL, but Affero has
53 + released a new version of the Affero GPL which permits relicensing under
54 + this license.
55 +
56 + The precise terms and conditions for copying, distribution and
57 + modification follow.
58 +
59 + TERMS AND CONDITIONS
60 +
61 + 0. Definitions.
62 +
63 + "This License" refers to version 3 of the GNU Affero General Public License.
64 +
65 + "Copyright" also means copyright-like laws that apply to other kinds of
66 + works, such as semiconductor masks.
67 +
68 + "The Program" refers to any copyrightable work licensed under this
69 + license. Each licensee is addressed as "you". "Licensees" and
70 + "recipients" may be individuals or organizations.
71 +
72 + To "modify" a work means to copy from or adapt all or part of the work
73 + in a fashion requiring copyright permission, other than the making of an
74 + exact copy. The resulting work is called a "modified version" of the
75 + earlier work or a work "based on" the earlier work.
76 +
77 + A "covered work" means either the unmodified Program or a work based
78 + on the Program.
79 +
80 + To "propagate" a work means to do anything with it that, without
81 + permission, would make you directly or secondarily liable for
82 + infringement under applicable copyright law, except executing it on a
83 + computer or modifying a private copy. Propagation includes copying,
84 + distribution (with or without modification), making available to the
85 + public, and in some countries other activities as well.
86 +
87 + To "convey" a work means any kind of propagation that enables other
88 + parties to make or receive copies. Mere interaction with a user through
89 + a computer network, with no transfer of a copy, is not conveying.
90 +
91 + An interactive user interface displays "Appropriate Legal Notices"
92 + to the extent that it includes a convenient and prominently visible
93 + feature that (1) displays an appropriate copyright notice, and (2)
94 + tells the user that there is no warranty for the work (except to the
95 + extent that warranties are provided), that licensees may convey the
96 + work under this License, and how to view a copy of this License. If
97 + the interface presents a list of user commands or options, such as a
98 + menu, a prominent item in the list meets this criterion.
99 +
100 + 1. Source Code.
101 +
102 + The "source code" for a work means the preferred form of the work
103 + for making modifications to it. "Object code" means any non-source
104 + form of a work.
105 +
106 + A "Standard Interface" means an interface that either is an official
107 + standard defined by a recognized standards body, or, in the case of
108 + interfaces specified for a particular programming language, one that

+ is widely used among developers working in that language.

+

+ The "System Libraries" of an executable work include anything, other

+ than the work as a whole, that (a) is included in the normal form of

+ packaging a Major Component, but which is not part of that Major

+ Component, and (b) serves only to enable use of the work with that

+ Major Component, or to implement a Standard Interface for which an

+ implementation is available to the public in source code form. A

+ "Major Component", in this context, means a major essential component

+ (kernel, window system, and so on) of the specific operating system

+ (if any) on which the executable work runs, or a compiler used to

+ produce the work, or an object code interpreter used to run it.

+

+ The "Corresponding Source" for a work in object code form means all

+ the source code needed to generate, install, and (for an executable

+ work) run the object code and to modify the work, including scripts to

+ control those activities. However, it does not include the work's

+ System Libraries, or general-purpose tools or generally available free

+ programs which are used unmodified in performing those activities but

+ which are not part of the work. For example, Corresponding Source

+ includes interface definition files associated with source files for

+ the work, and the source code for shared libraries and dynamically

+ linked subprograms that the work is specifically designed to require,

+ such as by intimate data communication or control flow between those

+ subprograms and other parts of the work.

+

+ The Corresponding Source need not include anything that users

+ can regenerate automatically from other parts of the Corresponding

+ Source.

+

+ The Corresponding Source for a work in source code form is that

+ same work.

+

+ 2. Basic Permissions.

+

+ All rights granted under this License are granted for the term of

+ copyright on the Program, and are irrevocable provided the stated

+ conditions are met. This License explicitly affirms your unlimited

+ permission to run the unmodified Program. The output from running a

+ covered work is covered by this License only if the output, given its

+ content, constitutes a covered work. This License acknowledges your

+ rights of fair use or other equivalent, as provided by copyright law.

+

+ You may make, run and propagate covered works that you do not

+ convey, without conditions so long as your license otherwise remains

+ in force. You may convey covered works to others for the sole purpose

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+ with facilities for running those works, provided that you comply with

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+

+ Conveying under any other circumstances is permitted solely under

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+ makes it unnecessary.

+

+ 3. Protecting Users' Legal Rights From Anti-Circumvention Law.

+

+ No covered work shall be deemed part of an effective technological

+ measure under any applicable law fulfilling obligations under article

+ 11 of the WIPO copyright treaty adopted on 20 December 1996, or

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173 + measures.
174 +
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182 +
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194 + and you may offer support or warranty protection for a fee.
195 +
196 + 5. Conveying Modified Source Versions.
197 +
198 + You may convey a work based on the Program, or the modifications to
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200 + terms of section 4, provided that you also meet all of these conditions:
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202 + a) The work must carry prominent notices stating that you modified
203 + it, and giving a relevant date.
204 +
205 + b) The work must carry prominent notices stating that it is
206 + released under this License and any conditions added under section
207 + 7. This requirement modifies the requirement in section 4 to
208 + "keep intact all notices".
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222 +
223 + A compilation of a covered work with other separate and independent
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226 + in or on a volume of a storage or distribution medium, is called an
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230 + in an aggregate does not cause this License to apply to the other
231 + parts of the aggregate.
232 +
233 + 6. Conveying Non-Source Forms.
234 +

235 + You may convey a covered work in object code form under the terms
236 + of sections 4 and 5, provided that you also convey the
237 + machine-readable Corresponding Source under the terms of this License,
238 + in one of these ways:
239 +
240 + a) Convey the object code in, or embodied in, a physical product
241 + (including a physical distribution medium), accompanied by the
242 + Corresponding Source fixed on a durable physical medium
243 + customarily used for software interchange.
244 +
245 + b) Convey the object code in, or embodied in, a physical product
246 + (including a physical distribution medium), accompanied by a
247 + written offer, valid for at least three years and valid for as
248 + long as you offer spare parts or customer support for that product
249 + model, to give anyone who possesses the object code either (1) a
250 + copy of the Corresponding Source for all the software in the
251 + product that is covered by this License, on a durable physical
252 + medium customarily used for software interchange, for a price no
253 + more than your reasonable cost of physically performing this
254 + conveying of source, or (2) access to copy the
255 + Corresponding Source from a network server at no charge.
256 +
257 + c) Convey individual copies of the object code with a copy of the
258 + written offer to provide the Corresponding Source. This
259 + alternative is allowed only occasionally and noncommercially, and
260 + only if you received the object code with such an offer, in accord
261 + with subsection 6b.
262 +
263 + d) Convey the object code by offering access from a designated
264 + place (gratis or for a charge), and offer equivalent access to the
265 + Corresponding Source in the same way through the same place at no
266 + further charge. You need not require recipients to copy the
267 + Corresponding Source along with the object code. If the place to
268 + copy the object code is a network server, the Corresponding Source
269 + may be on a different server (operated by you or a third party)
270 + that supports equivalent copying facilities, provided you maintain
271 + clear directions next to the object code saying where to find the
272 + Corresponding Source. Regardless of what server hosts the
273 + Corresponding Source, you remain obligated to ensure that it is
274 + available for as long as needed to satisfy these requirements.
275 +
276 + e) Convey the object code using peer-to-peer transmission, provided
277 + you inform other peers where the object code and Corresponding
278 + Source of the work are being offered to the general public at no
279 + charge under subsection 6d.
280 +
281 + A separable portion of the object code, whose source code is excluded
282 + from the Corresponding Source as a System Library, need not be
283 + included in conveying the object code work.
284 +
285 + A "User Product" is either (1) a "consumer product", which means any
286 + tangible personal property which is normally used for personal, family,
287 + or household purposes, or (2) anything designed or sold for incorporation
288 + into a dwelling. In determining whether a product is a consumer product,
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291 + typical or common use of that class of product, regardless of the status
292 + of the particular user or of the way in which the particular user
293 + actually uses, or expects or is expected to use, the product. A product
294 + is a consumer product regardless of whether the product has substantial
295 + commercial, industrial or non-consumer uses, unless such uses represent
296 + the only significant mode of use of the product.
297 +

298 + "Installation Information" for a User Product means any methods,
299 + procedures, authorization keys, or other information required to install
300 + and execute modified versions of a covered work in that User Product from
301 + a modified version of its Corresponding Source. The information must
302 + suffice to ensure that the continued functioning of the modified object
303 + code is in no case prevented or interfered with solely because
304 + modification has been made.
305 +
306 + If you convey an object code work under this section in, or with, or
307 + specifically for use in, a User Product, and the conveying occurs as
308 + part of a transaction in which the right of possession and use of the
309 + User Product is transferred to the recipient in perpetuity or for a
310 + fixed term (regardless of how the transaction is characterized), the
311 + Corresponding Source conveyed under this section must be accompanied
312 + by the Installation Information. But this requirement does not apply
313 + if neither you nor any third party retains the ability to install
314 + modified object code on the User Product (for example, the work has
315 + been installed in ROM).
316 +
317 + The requirement to provide Installation Information does not include a
318 + requirement to continue to provide support service, warranty, or updates
319 + for a work that has been modified or installed by the recipient, or for
320 + the User Product in which it has been modified or installed. Access to a
321 + network may be denied when the modification itself materially and
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324 +
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242 225 and which are not combined with it such as to form a larger program,

243 226 in or on a volume of a storage or distribution medium, is called an

247 230 in an aggregate does not cause this License to apply to the other

248 231 parts of the aggregate.

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233 + 6. Conveying Non-Source Forms.

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255 238 in one of these ways:

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259 - Corresponding Source fixed on a durable physical medium

260 - customarily used for software interchange.

261 -

262 - b) Convey the object code in, or embodied in, a physical product

263 - (including a physical distribution medium), accompanied by a

264 - written offer, valid for at least three years and valid for as

265 - long as you offer spare parts or customer support for that product

266 - model, to give anyone who possesses the object code either (1) a

267 - copy of the Corresponding Source for all the software in the

268 - product that is covered by this License, on a durable physical

269 - medium customarily used for software interchange, for a price no

270 - more than your reasonable cost of physically performing this

271 - conveying of source, or (2) access to copy the

272 - Corresponding Source from a network server at no charge.

273 -

274 - c) Convey individual copies of the object code with a copy of the

275 - written offer to provide the Corresponding Source. This

276 - alternative is allowed only occasionally and noncommercially, and

277 - only if you received the object code with such an offer, in accord

- with subsection 6b.
-
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- e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.
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- A separable portion of the object code, whose source code is excluded
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 - + e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.
 - + A separable portion of the object code, whose source code is excluded

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- + only if you received the object code with such an offer, in accord
- + with subsection 6b.
- +
- + d) Convey the object code by offering access from a designated
- + place (gratis or for a charge), and offer equivalent access to the
- + Corresponding Source in the same way through the same place at no
- + further charge. You need not require recipients to copy the
- + Corresponding Source along with the object code. If the place to
- + copy the object code is a network server, the Corresponding Source
- + may be on a different server (operated by you or a third party)
- + that supports equivalent copying facilities, provided you maintain
- + clear directions next to the object code saying where to find the
- + Corresponding Source. Regardless of what server hosts the

273 + Corresponding Source, you remain obligated to ensure that it is
 274 + available for as long as needed to satisfy these requirements.
 275 +
 276 + e) Convey the object code using peer-to-peer transmission, provided
 277 + you inform other peers where the object code and Corresponding
 278 + Source of the work are being offered to the general public at no
 279 + charge under subsection 6d.
 280 +
 281 + A separable portion of the object code, whose source code is excluded
 282 from the Corresponding Source as a System Library, need not be
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 284
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68 + "The Program" refers to any copyrightable work licensed under this
86 69 License. Each licensee is addressed as "you". "Licensees" and
87 70 "recipients" may be individuals or organizations.

88 71
89 - To "modify" a work means to copy from or adapt all or part of the work
72 + To "modify" a work means to copy from or adapt all or part of the work
90 73 in a fashion requiring copyright permission, other than the making of an
91 74 exact copy. The resulting work is called a "modified version" of the
92 75 earlier work or a work "based on" the earlier work.

93 76
94 - A "covered work" means either the unmodified Program or a work based
77 + A "covered work" means either the unmodified Program or a work based
95 78 on the Program.

96 79
97 - To "propagate" a work means to do anything with it that, without
80 + To "propagate" a work means to do anything with it that, without
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99 82 infringement under applicable copyright law, except executing it on a
100 83 computer or modifying a private copy. Propagation includes copying,
101 84 distribution (with or without modification), making available to the
102 85 public, and in some countries other activities as well.

103 86
104 - To "convey" a work means any kind of propagation that enables other
87 + To "convey" a work means any kind of propagation that enables other
105 88 parties to make or receive copies. Mere interaction with a user through
106 89 a computer network, with no transfer of a copy, is not conveying.

107 90
108 - An interactive user interface displays "Appropriate Legal Notices"
91 + An interactive user interface displays "Appropriate Legal Notices"
109 92 to the extent that it includes a convenient and prominently visible
110 93 feature that (1) displays an appropriate copyright notice, and (2)
111 94 tells the user that there is no warranty for the work (except to the
114 97 the interface presents a list of user commands or options, such as a
115 98 menu, a prominent item in the list meets this criterion.

116 99
117 - 1. Source Code.
100 + 1. Source Code.

118 101
119 - The "source code" for a work means the preferred form of the work
102 + The "source code" for a work means the preferred form of the work
120 103 for making modifications to it. "Object code" means any non-source
121 104 form of a work.

122 105
123 - A "Standard Interface" means an interface that either is an official
106 + A "Standard Interface" means an interface that either is an official
124 107 standard defined by a recognized standards body, or, in the case of
125 108 interfaces specified for a particular programming language, one that

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+ The "System Libraries" of an executable work include anything, other
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+ The "Corresponding Source" for a work in object code form means all
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197 + 5. Conveying Modified Source Versions.

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203 - it, and giving a relevant date.

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205 + it, and giving a relevant date.

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208 - 7. This requirement modifies the requirement in section 4 to

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 + 6. Conveying Non-Source Forms.
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 + You may convey a covered work in object code form under the terms
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 machine-readable Corresponding Source under the terms of this License,
 in one of these ways:
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 - (including a physical distribution medium), accompanied by the
 - Corresponding Source fixed on a durable physical medium
 - customarily used for software interchange.
 - b) Convey the object code in, or embodied in, a physical product
 - (including a physical distribution medium), accompanied by a
 - written offer, valid for at least three years and valid for as
 - long as you offer spare parts or customer support for that product
 - model, to give anyone who possesses the object code either (1) a
 - copy of the Corresponding Source for all the software in the
 - product that is covered by this License, on a durable physical
 - medium customarily used for software interchange, for a price no
 - more than your reasonable cost of physically performing this
 - conveying of source, or (2) access to copy the
 - Corresponding Source from a network server at no charge.
 - c) Convey individual copies of the object code with a copy of the
 - written offer to provide the Corresponding Source. This
 - alternative is allowed only occasionally and noncommercially, and
 - only if you received the object code with such an offer, in accord
 - with subsection 6b.
 - d) Convey the object code by offering access from a designated
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 - Corresponding Source along with the object code. If the place to
 - copy the object code is a network server, the Corresponding Source
 - may be on a different server (operated by you or a third party)
 - that supports equivalent copying facilities, provided you maintain
 - clear directions next to the object code saying where to find the
 - Corresponding Source. Regardless of what server hosts the
 - Corresponding Source, you remain obligated to ensure that it is
 - available for as long as needed to satisfy these requirements.
 - e) Convey the object code using peer-to-peer transmission, provided
 - you inform other peers where the object code and Corresponding
 - Source of the work are being offered to the general public at no

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296 - charge under subsection 6d.

297 -

298 - A separable portion of the object code, whose source code is excluded

240 + a) Convey the object code in, or embodied in, a physical product

241 + (including a physical distribution medium), accompanied by the

242 + Corresponding Source fixed on a durable physical medium

243 + customarily used for software interchange.

244 +

245 + b) Convey the object code in, or embodied in, a physical product

246 + (including a physical distribution medium), accompanied by a

247 + written offer, valid for at least three years and valid for as

248 + long as you offer spare parts or customer support for that product

249 + model, to give anyone who possesses the object code either (1) a

250 + copy of the Corresponding Source for all the software in the

251 + product that is covered by this License, on a durable physical

252 + medium customarily used for software interchange, for a price no

253 + more than your reasonable cost of physically performing this

254 + conveying of source, or (2) access to copy the

255 + Corresponding Source from a network server at no charge.

256 +

257 + c) Convey individual copies of the object code with a copy of the

258 + written offer to provide the Corresponding Source. This

259 + alternative is allowed only occasionally and noncommercially, and

260 + only if you received the object code with such an offer, in accord

261 + with subsection 6b.

262 +

263 + d) Convey the object code by offering access from a designated

264 + place (gratis or for a charge), and offer equivalent access to the

265 + Corresponding Source in the same way through the same place at no

266 + further charge. You need not require recipients to copy the

267 + Corresponding Source along with the object code. If the place to

268 + copy the object code is a network server, the Corresponding Source

269 + may be on a different server (operated by you or a third party)

270 + that supports equivalent copying facilities, provided you maintain

271 + clear directions next to the object code saying where to find the

272 + Corresponding Source. Regardless of what server hosts the

273 + Corresponding Source, you remain obligated to ensure that it is

274 + available for as long as needed to satisfy these requirements.

275 +

276 + e) Convey the object code using peer-to-peer transmission, provided

277 + you inform other peers where the object code and Corresponding

278 + Source of the work are being offered to the general public at no

279 + charge under subsection 6d.

280 +

281 + A separable portion of the object code, whose source code is excluded

299 282 from the Corresponding Source as a System Library, need not be

300 283 included in conveying the object code work.

301 284

302 - A "User Product" is either (1) a "consumer product", which means any

285 + A "User Product" is either (1) a "consumer product", which means any

303 286 tangible personal property which is normally used for personal, family,

304 287 or household purposes, or (2) anything designed or sold for incorporation

305 288 into a dwelling. In determining whether a product is a consumer product,

312 295 commercial, industrial or non-consumer uses, unless such uses represent

313 296 the only significant mode of use of the product.

314 297

315 - "Installation Information" for a User Product means any methods,

298 + "Installation Information" for a User Product means any methods,

316 299 procedures, authorization keys, or other information required to install

317 300 and execute modified versions of a covered work in that User Product from

318 301 a modified version of its Corresponding Source. The information must

319 302 suffice to ensure that the continued functioning of the modified object

320 303 code is in no case prevented or interfered with solely because

modification has been made.

- If you convey an object code work under this section in, or with, or
+ If you convey an object code work under this section in, or with, or
specifically for use in, a User Product, and the conveying occurs as
part of a transaction in which the right of possession and use of the
User Product is transferred to the recipient in perpetuity or for a
modified object code on the User Product (for example, the work has
been installed in ROM).

- The requirement to provide Installation Information does not include a
+ The requirement to provide Installation Information does not include a
requirement to continue to provide support service, warranty, or updates
for a work that has been modified or installed by the recipient, or for
the User Product in which it has been modified or installed. Access to a
network may be denied when the modification itself materially and
adversely affects the operation of the network or violates the rules and
protocols for communication across the network.

- Corresponding Source conveyed, and Installation Information provided,
+ Corresponding Source conveyed, and Installation Information provided,
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587 + 15. Disclaimer of Warranty.
605 588
606 - THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY
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598 + 16. Limitation of Liability.
616 599
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620 603 GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE
624 607 EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF
625 608 SUCH DAMAGES.
626 609
627 - 17. Interpretation of Sections 15 and 16.
610 + 17. Interpretation of Sections 15 and 16.
628 611
629 - If the disclaimer of warranty and limitation of liability provided
612 + If the disclaimer of warranty and limitation of liability provided
630 613 above cannot be given local legal effect according to their terms,
631 614 reviewing courts shall apply local law that most closely approximates
632 615 an absolute waiver of all civil liability in connection with the
633 616 Program, unless a warranty or assumption of liability accompanies a
634 617 copy of the Program in return for a fee.
635 618
636 - END OF TERMS AND CONDITIONS
619 + END OF TERMS AND CONDITIONS
637 620
638 - How to Apply These Terms to Your New Programs
621 + How to Apply These Terms to Your New Programs
639 622
640 - If you develop a new program, and you want it to be of the greatest
623 + If you develop a new program, and you want it to be of the greatest
641 624 possible use to the public, the best way to achieve this is to make it
642 625 free software which everyone can redistribute and change under these terms.

643 626

644 - To do so, attach the following notices to the program. It is safest

627 + To do so, attach the following notices to the program. It is safest

645 628 to attach them to the start of each source file to most effectively

646 629 state the exclusion of warranty; and each file should have at least

647 630 the "copyright" line and a pointer to where the full notice is found.

648 631

649 - <one line to give the program's name and a brief idea of what it does.>

650 - Copyright (C) <year> <name of author>

632 + <one line to give the program's name and a brief idea of what it does.>

633 + Copyright (C) <year> <name of author>

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664 647

665 648 Also add information on how to contact you by electronic and paper mail.

666 649

667 - If your software can interact with users remotely through a computer

650 + If your software can interact with users remotely through a computer

668 651 network, you should also make sure that it provides a way for users to

669 652 get its source. For example, if your program is a web application, its

670 653 interface could display a "Source" link that leads users to an archive

671 654 of the code. There are many ways you could offer source, and different

672 655 solutions will be better for different programs; see section 13 for the

673 656 specific requirements.

674 657

675 - You should also get your employer (if you work as a programmer) or school,

658 + You should also get your employer (if you work as a programmer) or school,

676 659 if any, to sign a "copyright disclaimer" for the program, if necessary.

677 660 For more information on this, and how to apply and follow the GNU AGPL, see

- <<http://www.gnu.org/licenses/>>.

-

-

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 - 83 infringement under applicable copyright law, except executing it on a
 - 84 computer or modifying a private copy. Propagation includes copying,
 - 85 distribution (with or without modification), making available to the
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 - 89 + To "convey" a work means any kind of propagation that enables other
 - 90 parties to make or receive copies. Mere interaction with a user through
 - 91 a computer network, with no transfer of a copy, is not conveying.
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 - 93 - An interactive user interface displays "Appropriate Legal Notices"
 - 94 + An interactive user interface displays "Appropriate Legal Notices"
 - 95 to the extent that it includes a convenient and prominently visible
 - 96 feature that (1) displays an appropriate copyright notice, and (2)
 - 97 tells the user that there is no warranty for the work (except to the
 - 98 the interface presents a list of user commands or options, such as a
 - 99 menu, a prominent item in the list meets this criterion.
 - 100
 - 101 - 1. Source Code.
 - 102 + 1. Source Code.
 - 103
 - 104 - The "source code" for a work means the preferred form of the work
 - 105 + The "source code" for a work means the preferred form of the work
 - 106 for making modifications to it. "Object code" means any non-source
 - 107 form of a work.
 - 108
 - 109 - A "Standard Interface" means an interface that either is an official
 - 110 + A "Standard Interface" means an interface that either is an official
 - 111 standard defined by a recognized standards body, or, in the case of
 - 112 interfaces specified for a particular programming language, one that
 - 113 is widely used among developers working in that language.
 - 114
 - 115 - The "System Libraries" of an executable work include anything, other
 - 116 + The "System Libraries" of an executable work include anything, other
 - 117 than the work as a whole, that (a) is included in the normal form of
 - 118 packaging a Major Component, but which is not part of that Major
 - 119 Component, and (b) serves only to enable use of the work with that
 - 120 (if any) on which the executable work runs, or a compiler used to
 - 121 produce the work, or an object code interpreter used to run it.
 - 122
 - 123 - The "Corresponding Source" for a work in object code form means all
 - 124 + The "Corresponding Source" for a work in object code form means all
 - 125 the source code needed to generate, install, and (for an executable
 - 126 work) run the object code and to modify the work, including scripts to
 - 127 control those activities. However, it does not include the work's
 - 128 such as by intimate data communication or control flow between those
 - 129 subprograms and other parts of the work.
 - 130
 - 131 - The Corresponding Source need not include anything that users
 - 132 + The Corresponding Source need not include anything that users
 - 133 can regenerate automatically from other parts of the Corresponding
 - 134 Source.
 - 135
 - 136 - The Corresponding Source for a work in source code form is that
 - 137 + The Corresponding Source for a work in source code form is that
 - 138 same work.
 - 139
 - 140
 - 141

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 142 + 2. Basic Permissions.
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 172 155 of having them make modifications exclusively for you, or provide you
 177 160 and control, on terms that prohibit them from making any copies of
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 179 162
 180 - Conveying under any other circumstances is permitted solely under
 163 + Conveying under any other circumstances is permitted solely under
 181 164 the conditions stated below. Sublicensing is not allowed; section 10
 182 165 makes it unnecessary.
 183 166
 184 - 3. Protecting Users' Legal Rights From Anti-Circumvention Law.
 167 + 3. Protecting Users' Legal Rights From Anti-Circumvention Law.
 185 168
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 169 + No covered work shall be deemed part of an effective technological
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 188 171 11 of the WIPO copyright treaty adopted on 20 December 1996, or
 189 172 similar laws prohibiting or restricting circumvention of such
 190 173 measures.
 191 174
 192 - When you convey a covered work, you waive any legal power to forbid
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 194 177 is effected by exercising rights under this License with respect to
 195 178 the covered work, and you disclaim any intention to limit operation or
 196 179 modification of the work as a means of enforcing, against the work's
 197 180 users, your or third parties' legal rights to forbid circumvention of
 198 181 technological measures.
 199 182
 200 - 4. Conveying Verbatim Copies.
 183 + 4. Conveying Verbatim Copies.
 201 184
 202 - You may convey verbatim copies of the Program's source code as you
 185 + You may convey verbatim copies of the Program's source code as you
 203 186 receive it, in any medium, provided that you conspicuously and
 204 187 appropriately publish on each copy an appropriate copyright notice;
 205 188 keep intact all notices stating that this License and any
 206 189 non-permissive terms added in accord with section 7 apply to the code;
 207 190 keep intact all notices of the absence of any warranty; and give all
 208 191 recipients a copy of this License along with the Program.
 209 192
 210 - You may charge any price or no price for each copy that you convey,
 193 + You may charge any price or no price for each copy that you convey,
 211 194 and you may offer support or warranty protection for a fee.
 212 195
 213 - 5. Conveying Modified Source Versions.
 196 + 5. Conveying Modified Source Versions.
 214 197

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 + You may convey a work based on the Program, or the modifications to
 produce it from the Program, in the form of source code under the
 terms of section 4, provided that you also meet all of these conditions:

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 - it, and giving a relevant date.
 + a) The work must carry prominent notices stating that you modified
 + it, and giving a relevant date.

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 - released under this License and any conditions added under section
 - 7. This requirement modifies the requirement in section 4 to
 - "keep intact all notices".
 + b) The work must carry prominent notices stating that it is
 + released under this License and any conditions added under section
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 + "keep intact all notices".

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- d) If the work has interactive user interfaces, each must display
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 - work need not make them do so.
 + d) If the work has interactive user interfaces, each must display
 + Appropriate Legal Notices; however, if the Program has interactive
 + interfaces that do not display Appropriate Legal Notices, your
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 in an aggregate does not cause this License to apply to the other
 parts of the aggregate.

- 6. Conveying Non-Source Forms.
 + 6. Conveying Non-Source Forms.

- You may convey a covered work in object code form under the terms
 + You may convey a covered work in object code form under the terms
 of sections 4 and 5, provided that you also convey the
 machine-readable Corresponding Source under the terms of this License,
 in one of these ways:

- a) Convey the object code in, or embodied in, a physical product
 - (including a physical distribution medium), accompanied by the
 - Corresponding Source fixed on a durable physical medium

- customarily used for software interchange.
-
- b) Convey the object code in, or embodied in, a physical product
- (including a physical distribution medium), accompanied by a
- written offer, valid for at least three years and valid for as
- long as you offer spare parts or customer support for that product
- model, to give anyone who possesses the object code either (1) a
- copy of the Corresponding Source for all the software in the
- product that is covered by this License, on a durable physical
- medium customarily used for software interchange, for a price no
- more than your reasonable cost of physically performing this
- conveying of source, or (2) access to copy the
- Corresponding Source from a network server at no charge.
-
- c) Convey individual copies of the object code with a copy of the
- written offer to provide the Corresponding Source. This
- alternative is allowed only occasionally and noncommercially, and
- only if you received the object code with such an offer, in accord
- with subsection 6b.
-
- d) Convey the object code by offering access from a designated
- place (gratis or for a charge), and offer equivalent access to the
- Corresponding Source in the same way through the same place at no
- further charge. You need not require recipients to copy the
- Corresponding Source along with the object code. If the place to
- copy the object code is a network server, the Corresponding Source
- may be on a different server (operated by you or a third party)
- that supports equivalent copying facilities, provided you maintain
- clear directions next to the object code saying where to find the
- Corresponding Source. Regardless of what server hosts the
- Corresponding Source, you remain obligated to ensure that it is
- available for as long as needed to satisfy these requirements.
-
- e) Convey the object code using peer-to-peer transmission, provided
- you inform other peers where the object code and Corresponding
- Source of the work are being offered to the general public at no
- charge under subsection 6d.
-
- A separable portion of the object code, whose source code is excluded
- + a) Convey the object code in, or embodied in, a physical product
- + (including a physical distribution medium), accompanied by the
- + Corresponding Source fixed on a durable physical medium
- + customarily used for software interchange.
- +
- + b) Convey the object code in, or embodied in, a physical product
- + (including a physical distribution medium), accompanied by a
- + written offer, valid for at least three years and valid for as
- + long as you offer spare parts or customer support for that product
- + model, to give anyone who possesses the object code either (1) a
- + copy of the Corresponding Source for all the software in the
- + product that is covered by this License, on a durable physical
- + medium customarily used for software interchange, for a price no
- + more than your reasonable cost of physically performing this
- + conveying of source, or (2) access to copy the
- + Corresponding Source from a network server at no charge.
- +
- + c) Convey individual copies of the object code with a copy of the
- + written offer to provide the Corresponding Source. This
- + alternative is allowed only occasionally and noncommercially, and
- + only if you received the object code with such an offer, in accord
- + with subsection 6b.
- +
- + d) Convey the object code by offering access from a designated

264 + place (gratis or for a charge), and offer equivalent access to the
 265 + Corresponding Source in the same way through the same place at no
 266 + further charge. You need not require recipients to copy the
 267 + Corresponding Source along with the object code. If the place to
 268 + copy the object code is a network server, the Corresponding Source
 269 + may be on a different server (operated by you or a third party)
 270 + that supports equivalent copying facilities, provided you maintain
 271 + clear directions next to the object code saying where to find the
 272 + Corresponding Source. Regardless of what server hosts the
 273 + Corresponding Source, you remain obligated to ensure that it is
 274 + available for as long as needed to satisfy these requirements.
 275 +
 276 + e) Convey the object code using peer-to-peer transmission, provided
 277 + you inform other peers where the object code and Corresponding
 278 + Source of the work are being offered to the general public at no
 279 + charge under subsection 6d.
 280 +
 281 + A separable portion of the object code, whose source code is excluded
 282 from the Corresponding Source as a System Library, need not be
 283 included in conveying the object code work.
 284
 285 - A "User Product" is either (1) a "consumer product", which means any
 286 + A "User Product" is either (1) a "consumer product", which means any
 287 tangible personal property which is normally used for personal, family,
 288 or household purposes, or (2) anything designed or sold for incorporation
 289 into a dwelling. In determining whether a product is a consumer product,
 290 commercial, industrial or non-consumer uses, unless such uses represent
 291 the only significant mode of use of the product.
 292
 293 - "Installation Information" for a User Product means any methods,
 294 + "Installation Information" for a User Product means any methods,
 295 procedures, authorization keys, or other information required to install
 296 and execute modified versions of a covered work in that User Product from
 297 a modified version of its Corresponding Source. The information must
 298 suffice to ensure that the continued functioning of the modified object
 299 code is in no case prevented or interfered with solely because
 300 modification has been made.
 301
 302 - If you convey an object code work under this section in, or with, or
 303 + If you convey an object code work under this section in, or with, or
 304 specifically for use in, a User Product, and the conveying occurs as
 305 part of a transaction in which the right of possession and use of the
 306 User Product is transferred to the recipient in perpetuity or for a
 307 modified object code on the User Product (for example, the work has
 308 been installed in ROM).
 309
 310 - The requirement to provide Installation Information does not include a
 311 + The requirement to provide Installation Information does not include a
 312 requirement to continue to provide support service, warranty, or updates
 313 for a work that has been modified or installed by the recipient, or for
 314 the User Product in which it has been modified or installed. Access to a
 315 network may be denied when the modification itself materially and
 316 adversely affects the operation of the network or violates the rules and
 317 protocols for communication across the network.
 318
 319 - Corresponding Source conveyed, and Installation Information provided,
 320 + Corresponding Source conveyed, and Installation Information provided,
 321 in accord with this section must be in a format that is publicly
 322 documented (and with an implementation available to the public in
 323 source code form), and must require no special password or key for
 324 unpacking, reading or copying.
 325
 326 - 7. Additional Terms.

+ 7. Additional Terms.

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 237 - ____ interfaces that do not display Appropriate Legal Notices, your
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 218 + d) If the work has interactive user interfaces, each must display
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 239 222
 240 - ____ A compilation of a covered work with other separate and independent
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 247 230 in an aggregate does not cause this License to apply to the other
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 249 232
 250 - ____ 6. Conveying Non-Source Forms.
 233 + 6. Conveying Non-Source Forms.
 251 234
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 235 + You may convey a covered work in object code form under the terms
 253 236 of sections 4 and 5, provided that you also convey the
 254 237 machine-readable Corresponding Source under the terms of this License,
 255 238 in one of these ways:
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 259 - ____ Corresponding Source fixed on a durable physical medium
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 261 -
 262 - ____ b) Convey the object code in, or embodied in, a physical product
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 270 - ____ more than your reasonable cost of physically performing this
 271 - ____ conveying of source, or (2) access to copy the
 272 - ____ Corresponding Source from a network server at no charge.
 273 -
 274 - ____ c) Convey individual copies of the object code with a copy of the
 275 - ____ written offer to provide the Corresponding Source. This
 276 - ____ alternative is allowed only occasionally and noncommercially, and
 277 - ____ only if you received the object code with such an offer, in accord
 278 - ____ with subsection 6b.
 279 -
 280 - ____ d) Convey the object code by offering access from a designated
 281 - ____ place (gratis or for a charge), and offer equivalent access to the
 282 - ____ Corresponding Source in the same way through the same place at no
 283 - ____ further charge. You need not require recipients to copy the
 284 - ____ Corresponding Source along with the object code. If the place to
 285 - ____ copy the object code is a network server, the Corresponding Source
 286 - ____ may be on a different server (operated by you or a third party)

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 - clear directions next to the object code saying where to find the
 - Corresponding Source. Regardless of what server hosts the
 - Corresponding Source, you remain obligated to ensure that it is
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 -
 - e) Convey the object code using peer-to-peer transmission, provided
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 -
 - A separable portion of the object code, whose source code is excluded
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▼ 486 enterprise/cypher/compatibility-spec-suite/LICENSE.txt

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29
30 -
31 - Preamble
32 -
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35 + The GNU Affero General Public License is a free, copyleft license for
36 + software and other kinds of works, specifically designed to ensure
37 + cooperation with the community in the case of network server software.
38
39 - The licenses for most software and other practical works are
40 - designed to take away your freedom to share and change the works. By
41 - contrast, our General Public Licenses are intended to guarantee your
42 - freedom to share and change all versions of a program--to make sure it
43 - remains free software for all its users.
44 + The licenses for most software and other practical works are designed
45 + to take away your freedom to share and change the works. By contrast,
46 + our General Public Licenses are intended to guarantee your freedom to
47 + share and change all versions of a program--to make sure it remains free

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Updated the C20SF-Ly file to be public. It does not violate the FS. Graphfoundation/ongdb/commit/c0b23b2 - GitHub

18 + software for all its users.

19

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21 + When we speak of free software, we are referring to freedom, not

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28 + Developers that use our General Public Licenses protect your rights

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30 you this License which gives you legal permission to copy, distribute

31 and/or modify the software.

32 - A secondary benefit of defending all users' freedom is that

33 + A secondary benefit of defending all users' freedom is that

34 improvements made in alternate versions of the program, if they

35 receive widespread use, become available for other developers to

39 incorporate. Many developers of free software are heartened and

40 letting the public access it on a server without ever releasing its

41 source code to the public.

42 - The GNU Affero General Public License is designed specifically to

43 + The GNU Affero General Public License is designed specifically to

44 ensure that, in such cases, the modified source code becomes available

45 to the community. It requires the operator of a network server to

46 provide the source code of the modified version running there to the

47 users of that server. Therefore, public use of a modified version, on

48 a publicly accessible server, gives the public access to the source

49 code of the modified version.

50 - An older license, called the Affero General Public License and

51 + An older license, called the Affero General Public License and

52 published by Affero, was designed to accomplish similar goals. This is

53 a different license, not a version of the Affero GPL, but Affero has

54 released a new version of the Affero GPL which permits relicensing under

55 this license.

56 - The precise terms and conditions for copying, distribution and

57 + The precise terms and conditions for copying, distribution and

58 modification follow.

59 -

60 TERMS AND CONDITIONS

61 + TERMS AND CONDITIONS

62 +

63 + 0. Definitions.

64 - 0. Definitions.

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68 + "Copyright" also means copyright-like laws that apply to other kinds of

69 works, such as semiconductor masks.

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71 of works, such as semiconductor masks.

72 -

73 - "The Program" refers to any copyrightable work licensed under this

74 + "The Program" refers to any copyrightable work licensed under this

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 + To "modify" a work means to copy from or adapt all or part of the work
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 exact copy. The resulting work is called a "modified version" of the
 earlier work or a work "based on" the earlier work.

- A "covered work" means either the unmodified Program or a work based
 + A "covered work" means either the unmodified Program or a work based
 on the Program.

- To "propagate" a work means to do anything with it that, without
 + To "propagate" a work means to do anything with it that, without
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 distribution (with or without modification), making available to the
 public, and in some countries other activities as well.

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 + To "convey" a work means any kind of propagation that enables other
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 a computer network, with no transfer of a copy, is not conveying.

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 + An interactive user interface displays "Appropriate Legal Notices"
 to the extent that it includes a convenient and prominently visible
 feature that (1) displays an appropriate copyright notice, and (2)
 tells the user that there is no warranty for the work (except to the
 the interface presents a list of user commands or options, such as a
 menu, a prominent item in the list meets this criterion.

- 1. Source Code.
 + 1. Source Code.

- The "source code" for a work means the preferred form of the work
 + The "source code" for a work means the preferred form of the work
 for making modifications to it. "Object code" means any non-source
 form of a work.

- A "Standard Interface" means an interface that either is an official
 + A "Standard Interface" means an interface that either is an official
 standard defined by a recognized standards body, or, in the case of
 interfaces specified for a particular programming language, one that
 is widely used among developers working in that language.

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 + The "System Libraries" of an executable work include anything, other
 than the work as a whole, that (a) is included in the normal form of
 packaging a Major Component, but which is not part of that Major
 Component, and (b) serves only to enable use of the work with that
 (if any) on which the executable work runs, or a compiler used to
 produce the work, or an object code interpreter used to run it.

- The "Corresponding Source" for a work in object code form means all
 + The "Corresponding Source" for a work in object code form means all
 the source code needed to generate, install, and (for an executable
 work) run the object code and to modify the work, including scripts to
 control those activities. However, it does not include the work's
 such as by intimate data communication or control flow between those
 subprograms and other parts of the work.

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+ The Corresponding Source need not include anything that users
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+ No covered work shall be deemed part of an effective technological
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 - + You may charge any price or no price for each copy that you convey,
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- 5. Conveying Modified Source Versions.
- + 5. Conveying Modified Source Versions.

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 - + You may convey a work based on the Program, or the modifications to
- produce it from the Program, in the form of source code under the terms of section 4, provided that you also meet all of these conditions:

- a) The work must carry prominent notices stating that you modified
- it, and giving a relevant date.

- + a) The work must carry prominent notices stating that you modified
- + it, and giving a relevant date.

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- released under this License and any conditions added under section
- 7. This requirement modifies the requirement in section 4 to
- "keep intact all notices".

- + b) The work must carry prominent notices stating that it is
- + released under this license and any conditions added under section
- + 7. This requirement modifies the requirement in section 4 to
- + "keep intact all notices".

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- interfaces that do not display Appropriate Legal Notices, your
- work need not make them do so.

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- + Appropriate Legal Notices; however, if the Program has interactive
- + interfaces that do not display Appropriate Legal Notices, your
- + work need not make them do so.

- A compilation of a covered work with other separate and independent
 - + A compilation of a covered work with other separate and independent
- works, which are not by their nature extensions of the covered work, and which are not combined with it such as to form a larger program, in or on a volume of a storage or distribution medium, is called an aggregate does not cause this License to apply to the other parts of the aggregate.

- 6. Conveying Non-Source Forms.
- + 6. Conveying Non-Source Forms.

252 - You may convey a covered work in object code form under the terms
 235 + You may convey a covered work in object code form under the terms
 253 of sections 4 and 5, provided that you also convey the
 236 machine-readable Corresponding Source under the terms of this License,
 254 in one of these ways:
 237
 255
 238
 256
 239
 257 - a) Convey the object code in, or embodied in, a physical product
 258 - (including a physical distribution medium), accompanied by the
 259 - Corresponding Source fixed on a durable physical medium
 260 - customarily used for software interchange.
 261 -
 262 - b) Convey the object code in, or embodied in, a physical product
 263 - (including a physical distribution medium), accompanied by a
 264 - written offer, valid for at least three years and valid for as
 265 - long as you offer spare parts or customer support for that product
 266 - model, to give anyone who possesses the object code either (1) a
 267 - copy of the Corresponding Source for all the software in the
 268 - product that is covered by this License, on a durable physical
 269 - medium customarily used for software interchange, for a price no
 270 - more than your reasonable cost of physically performing this
 271 - conveying of source, or (2) access to copy the
 272 - Corresponding Source from a network server at no charge.
 273 -
 274 - c) Convey individual copies of the object code with a copy of the
 275 - written offer to provide the Corresponding Source. This
 276 - alternative is allowed only occasionally and noncommercially, and
 277 - only if you received the object code with such an offer, in accord
 278 - with subsection 6b.
 279 -
 280 - d) Convey the object code by offering access from a designated
 281 - place (gratis or for a charge), and offer equivalent access to the
 282 - Corresponding Source in the same way through the same place at no
 283 - further charge. You need not require recipients to copy the
 284 - Corresponding Source along with the object code. If the place to
 285 - copy the object code is a network server, the Corresponding Source
 286 - may be on a different server (operated by you or a third party)
 287 - that supports equivalent copying facilities, provided you maintain
 288 - clear directions next to the object code saying where to find the
 289 - Corresponding Source. Regardless of what server hosts the
 290 - Corresponding Source, you remain obligated to ensure that it is
 291 - available for as long as needed to satisfy these requirements.
 292 -
 293 - e) Convey the object code using peer-to-peer transmission, provided
 294 - you inform other peers where the object code and Corresponding
 295 - Source of the work are being offered to the general public at no
 296 - charge under subsection 6d.
 297 -
 298 - A separable portion of the object code, whose source code is excluded
 240 + a) Convey the object code in, or embodied in, a physical product
 241 + (including a physical distribution medium), accompanied by the
 242 + Corresponding Source fixed on a durable physical medium
 243 + customarily used for software interchange.
 244 +
 245 + b) Convey the object code in, or embodied in, a physical product
 246 + (including a physical distribution medium), accompanied by a
 247 + written offer, valid for at least three years and valid for as
 248 + long as you offer spare parts or customer support for that product
 249 + model, to give anyone who possesses the object code either (1) a
 250 + copy of the Corresponding Source for all the software in the
 251 + product that is covered by this License, on a durable physical
 252 + medium customarily used for software interchange, for a price no
 253 + more than your reasonable cost of physically performing this
 254 + conveying of source, or (2) access to copy the

255 + Corresponding Source from a network server at no charge.
 256 +
 257 + c) Convey individual copies of the object code with a copy of the
 258 + written offer to provide the Corresponding Source. This
 259 + alternative is allowed only occasionally and noncommercially, and
 260 + only if you received the object code with such an offer, in accord
 261 + with subsection 6b.
 262 +
 263 + d) Convey the object code by offering access from a designated
 264 + place (gratis or for a charge), and offer equivalent access to the
 265 + Corresponding Source in the same way through the same place at no
 266 + further charge. You need not require recipients to copy the
 267 + Corresponding Source along with the object code. If the place to
 268 + copy the object code is a network server, the Corresponding Source
 269 + may be on a different server (operated by you or a third party)
 270 + that supports equivalent copying facilities, provided you maintain
 271 + clear directions next to the object code saying where to find the
 272 + Corresponding Source. Regardless of what server hosts the
 273 + Corresponding Source, you remain obligated to ensure that it is
 274 + available for as long as needed to satisfy these requirements.
 275 +
 276 + e) Convey the object code using peer-to-peer transmission, provided
 277 + you inform other peers where the object code and Corresponding
 278 + Source of the work are being offered to the general public at no
 279 + charge under subsection 6d.
 280 +
 281 + A separable portion of the object code, whose source code is excluded
 282 from the Corresponding Source as a System Library, need not be
 283 included in conveying the object code work.
 284
 302 - A "User Product" is either (1) a "consumer product", which means any
 285 + A "User Product" is either (1) a "consumer product", which means any
 303 286 tangible personal property which is normally used for personal, family,
 304 287 or household purposes, or (2) anything designed or sold for incorporation
 305 288 into a dwelling. In determining whether a product is a consumer product,
 312 295 commercial, industrial or non-consumer uses, unless such uses represent
 313 296 the only significant mode of use of the product.
 314 297
 315 - "Installation Information" for a User Product means any methods,
 298 + "Installation Information" for a User Product means any methods,
 316 299 procedures, authorization keys, or other information required to install
 317 300 and execute modified versions of a covered work in that User Product from
 318 301 a modified version of its Corresponding Source. The information must
 319 302 suffice to ensure that the continued functioning of the modified object
 320 303 code is in no case prevented or interfered with solely because
 321 304 modification has been made.
 322 305
 323 - If you convey an object code work under this section in, or with, or
 306 + If you convey an object code work under this section in, or with, or
 324 307 specifically for use in, a User Product, and the conveying occurs as
 325 308 part of a transaction in which the right of possession and use of the
 326 309 User Product is transferred to the recipient in perpetuity or for a
 331 314 modified object code on the User Product (for example, the work has
 332 315 been installed in ROM).
 333 316
 334 - The requirement to provide Installation Information does not include a
 317 + The requirement to provide Installation Information does not include a
 335 318 requirement to continue to provide support service, warranty, or updates
 336 319 for a work that has been modified or installed by the recipient, or for
 337 320 the User Product in which it has been modified or installed. Access to a
 338 321 network may be denied when the modification itself materially and
 339 322 adversely affects the operation of the network or violates the rules and
 340 323 protocols for communication across the network.

341 324

342 - Corresponding Source conveyed, and Installation Information provided,

325 + Corresponding Source conveyed, and Installation Information provided,

343 326 in accord with this section must be in a format that is publicly

344 327 documented (and with an implementation available to the public in

345 328 source code form), and must require no special password or key for

346 329 unpacking, reading or copying.

347 330

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331 + 7. Additional Terms.

349 332

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361 + requiring that modified versions of such material be marked in

362 + reasonable ways as different from the original version; or

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382 - authors of the material; or

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368 + trade names, trademarks, or service marks; or

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- An interactive user interface displays "Appropriate Legal Notices"

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273 -

274 - ___ c) Convey individual copies of the object code with a copy of the

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 - + conveying of source, or (2) access to copy the
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 - + c) Convey individual copies of the object code with a copy of the
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 - + d) Convey the object code by offering access from a designated
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+ 6. Conveying Non-Source Forms.

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 261 -
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273 + Corresponding Source, you remain obligated to ensure that it is
 274 + available for as long as needed to satisfy these requirements.
 275 +
 276 + e) Convey the object code using peer-to-peer transmission, provided
 277 + you inform other peers where the object code and Corresponding
 278 + Source of the work are being offered to the general public at no
 279 + charge under subsection 6d.
 280 +
 281 + A separable portion of the object code, whose source code is excluded
 282 from the Corresponding Source as a System Library, need not be
 283 included in conveying the object code work.
 284
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 298
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 300 + "Installation Information" for a User Product means any methods,
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 303 a modified version of its Corresponding Source. The information must
 304 suffice to ensure that the continued functioning of the modified object
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 306 modification has been made.
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 308 - If you convey an object code work under this section in, or with, or
 309 + If you convey an object code work under this section in, or with, or
 310 specifically for use in, a User Product, and the conveying occurs as
 311 part of a transaction in which the right of possession and use of the
 312 User Product is transferred to the recipient in perpetuity or for a
 313 modified object code on the User Product (for example, the work has
 314 been installed in ROM).
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 317 + The requirement to provide Installation Information does not include a
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 319 for a work that has been modified or installed by the recipient, or for
 320 the User Product in which it has been modified or installed. Access to a
 321 network may be denied when the modification itself materially and
 322 adversely affects the operation of the network or violates the rules and
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 325 - Corresponding Source conveyed, and Installation Information provided,
 326 + Corresponding Source conveyed, and Installation Information provided,
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 328 documented (and with an implementation available to the public in
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▼ 486 enterprise/cypher/physical-planning/LICENSE.txt

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11 + software and other kinds of works, specifically designed to ensure

28 12 cooperation with the community in the case of network server software.

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48 - A secondary benefit of defending all users' freedom is that

32 + A secondary benefit of defending all users' freedom is that

49 33 improvements made in alternate versions of the program, if they

50 34 receive widespread use, become available for other developers to

51 35 incorporate. Many developers of free software are heartened and

55 39 letting the public access it on a server without ever releasing its

56 40 source code to the public.

57 41

58 - The GNU Affero General Public License is designed specifically to

42 + The GNU Affero General Public License is designed specifically to

59 43 ensure that, in such cases, the modified source code becomes available

60 44 to the community. It requires the operator of a network server to

61 45 provide the source code of the modified version running there to the

62 46 users of that server. Therefore, public use of a modified version, on

63 47 a publicly accessible server, gives the public access to the source

64 48 code of the modified version.

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67 51 published by Affero, was designed to accomplish similar goals. This is

68 52 a different license, not a version of the Affero GPL, but Affero has

69 53 released a new version of the Affero GPL which permits relicensing under

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56 + The precise terms and conditions for copying, distribution and

73 57 modification follow.

74 58

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59 + TERMS AND CONDITIONS
60 +
61 + 0. Definitions.

76 62
77 - 0. Definitions.

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66 + works, such as semiconductor masks.

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115 97 menu, a prominent item in the list meets this criterion.

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117 99 - 1. Source Code.

100 + 1. Source Code.

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119 102 - The "source code" for a work means the preferred form of the work
120 103 + The "source code" for a work means the preferred form of the work
121 104 for making modifications to it. "Object code" means any non-source
122 105 form of a work.

123 106 - A "Standard Interface" means an interface that either is an official
124 107 + A "Standard Interface" means an interface that either is an official
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 + 6. Conveying Non-Source Forms.
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296 - charge under subsection 6d.
 297 -
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 241 + (including a physical distribution medium), accompanied by the
 242 + Corresponding Source fixed on a durable physical medium
 243 + customarily used for software interchange.
 244 +
 245 + b) Convey the object code in, or embodied in, a physical product
 246 + (including a physical distribution medium), accompanied by a
 247 + written offer, valid for at least three years and valid for as
 248 + long as you offer spare parts or customer support for that product
 249 + model, to give anyone who possesses the object code either (1) a
 250 + copy of the Corresponding Source for all the software in the
 251 + product that is covered by this License, on a durable physical
 252 + medium customarily used for software interchange, for a price no
 253 + more than your reasonable cost of physically performing this
 254 + conveying of source, or (2) access to copy the
 255 + Corresponding Source from a network server at no charge.
 256 +
 257 + c) Convey individual copies of the object code with a copy of the
 258 + written offer to provide the Corresponding Source. This
 259 + alternative is allowed only occasionally and noncommercially, and
 260 + only if you received the object code with such an offer, in accord
 261 + with subsection 6b.
 262 +
 263 + d) Convey the object code by offering access from a designated
 264 + place (gratis or for a charge), and offer equivalent access to the
 265 + Corresponding Source in the same way through the same place at no
 266 + further charge. You need not require recipients to copy the
 267 + Corresponding Source along with the object code. If the place to
 268 + copy the object code is a network server, the Corresponding Source
 269 + may be on a different server (operated by you or a third party)
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 278 + Source of the work are being offered to the general public at no
 279 + charge under subsection 6d.
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 281 + A separable portion of the object code, whose source code is excluded
 299 282 from the Corresponding Source as a System Library, need not be
 300 283 included in conveying the object code work.
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 285 + A "User Product" is either (1) a "consumer product", which means any
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- + 1. Source Code.

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- + The "source code" for a work means the preferred form of the work for making modifications to it. "Object code" means any non-source form of a work.
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 220 - it, and giving a relevant date.
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 203 + it, and giving a relevant date.
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239 222

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 223 + A compilation of a covered work with other separate and independent
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 242 225 and which are not combined with it such as to form a larger program,
 243 226 in or on a volume of a storage or distribution medium, is called an
 247 230 in an aggregate does not cause this License to apply to the other
 248 231 parts of the aggregate.
 249 232

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 233 + 6. Conveying Non-Source Forms.

251 234

252 - ___ You may convey a covered work in object code form under the terms
 235 + You may convey a covered work in object code form under the terms
 253 236 of sections 4 and 5, provided that you also convey the
 254 237 machine-readable Corresponding Source under the terms of this License,
 255 238 in one of these ways:
 256 239

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 258 - ___ (including a physical distribution medium), accompanied by the
 259 - ___ Corresponding Source fixed on a durable physical medium
 260 - ___ customarily used for software interchange.

261 -

262 - ___ b) Convey the object code in, or embodied in, a physical product
 263 - ___ (including a physical distribution medium), accompanied by a
 264 - ___ written offer, valid for at least three years and valid for as
 265 - ___ long as you offer spare parts or customer support for that product
 266 - ___ model, to give anyone who possesses the object code either (1) a
 267 - ___ copy of the Corresponding Source for all the software in the
 268 - ___ product that is covered by this License, on a durable physical
 269 - ___ medium customarily used for software interchange, for a price no
 270 - ___ more than your reasonable cost of physically performing this
 271 - ___ conveying of source, or (2) access to copy the
 272 - ___ Corresponding Source from a network server at no charge.

273 -

274 - ___ c) Convey individual copies of the object code with a copy of the
 275 - ___ written offer to provide the Corresponding Source. This
 276 - ___ alternative is allowed only occasionally and noncommercially, and
 277 - ___ only if you received the object code with such an offer, in accord
 278 - ___ with subsection 6b.

279 -

280 - ___ d) Convey the object code by offering access from a designated
 281 - ___ place (gratis or for a charge), and offer equivalent access to the
 282 - ___ Corresponding Source in the same way through the same place at no
 283 - ___ further charge. You need not require recipients to copy the
 284 - ___ Corresponding Source along with the object code. If the place to
 285 - ___ copy the object code is a network server, the Corresponding Source
 286 - ___ may be on a different server (operated by you or a third party)

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- that supports equivalent copying facilities, provided you maintain
- clear directions next to the object code saying where to find the
- Corresponding Source. Regardless of what server hosts the
- Corresponding Source, you remain obligated to ensure that it is
- available for as long as needed to satisfy these requirements.
-
- e) Convey the object code using peer-to-peer transmission, provided
- you inform other peers where the object code and Corresponding
- Source of the work are being offered to the general public at no
- charge under subsection 6d.
-
- A separable portion of the object code, whose source code is excluded

+ a) Convey the object code in, or embodied in, a physical product

+ (including a physical distribution medium), accompanied by the

+ Corresponding Source fixed on a durable physical medium

+ customarily used for software interchange.

+

+ b) Convey the object code in, or embodied in, a physical product

+ (including a physical distribution medium), accompanied by a

+ written offer, valid for at least three years and valid for as

+ long as you offer spare parts or customer support for that product

+ model, to give anyone who possesses the object code either (1) a

+ copy of the Corresponding Source for all the software in the

+ product that is covered by this License, on a durable physical

+ medium customarily used for software interchange, for a price no

+ more than your reasonable cost of physically performing this

+ conveying of source, or (2) access to copy the

+ Corresponding Source from a network server at no charge.

+

+ c) Convey individual copies of the object code with a copy of the

+ written offer to provide the Corresponding Source. This

+ alternative is allowed only occasionally and noncommercially, and

+ only if you received the object code with such an offer, in accord

+ with subsection 6b.

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+ d) Convey the object code by offering access from a designated

+ place (gratis or for a charge), and offer equivalent access to the

+ Corresponding Source in the same way through the same place at no

+ further charge. You need not require recipients to copy the

+ Corresponding Source along with the object code. If the place to

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+ clear directions next to the object code saying where to find the

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+ available for as long as needed to satisfy these requirements.

+

+ e) Convey the object code using peer-to-peer transmission, provided

+ you inform other peers where the object code and Corresponding

+ Source of the work are being offered to the general public at no

+ charge under subsection 6d.

+

+ A separable portion of the object code, whose source code is excluded

from the Corresponding Source as a System Library, need not be

included in conveying the object code work.

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 251 + product that is covered by this License, on a durable physical
 252 + medium customarily used for software interchange, for a price no
 253 + more than your reasonable cost of physically performing this
 254 + conveying of source, or (2) access to copy the

255 + Corresponding Source from a network server at no charge.
 256 +
 257 + c) Convey individual copies of the object code with a copy of the
 258 + written offer to provide the Corresponding Source. This
 259 + alternative is allowed only occasionally and noncommercially, and
 260 + only if you received the object code with such an offer, in accord
 261 + with subsection 6b.
 262 +
 263 + d) Convey the object code by offering access from a designated
 264 + place (gratis or for a charge), and offer equivalent access to the
 265 + Corresponding Source in the same way through the same place at no
 266 + further charge. You need not require recipients to copy the
 267 + Corresponding Source along with the object code. If the place to
 268 + copy the object code is a network server, the Corresponding Source
 269 + may be on a different server (operated by you or a third party)
 270 + that supports equivalent copying facilities, provided you maintain
 271 + clear directions next to the object code saying where to find the
 272 + Corresponding Source. Regardless of what server hosts the
 273 + Corresponding Source, you remain obligated to ensure that it is
 274 + available for as long as needed to satisfy these requirements.
 275 +
 276 + e) Convey the object code using peer-to-peer transmission, provided
 277 + you inform other peers where the object code and Corresponding
 278 + Source of the work are being offered to the general public at no
 279 + charge under subsection 6d.
 280 +
 281 + A separable portion of the object code, whose source code is excluded
 282 from the Corresponding Source as a System Library, need not be
 283 included in conveying the object code work.
 284
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 303 286 tangible personal property which is normally used for personal, family,
 304 287 or household purposes, or (2) anything designed or sold for incorporation
 305 288 into a dwelling. In determining whether a product is a consumer product,
 312 295 commercial, industrial or non-consumer uses, unless such uses represent
 313 296 the only significant mode of use of the product.
 314 297
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 316 299 procedures, authorization keys, or other information required to install
 317 300 and execute modified versions of a covered work in that User Product from
 318 301 a modified version of its Corresponding Source. The information must
 319 302 suffice to ensure that the continued functioning of the modified object
 320 303 code is in no case prevented or interfered with solely because
 321 304 modification has been made.
 322 305
 323 - If you convey an object code work under this section in, or with, or
 306 + If you convey an object code work under this section in, or with, or
 324 307 specifically for use in, a User Product, and the conveying occurs as
 325 308 part of a transaction in which the right of possession and use of the
 326 309 User Product is transferred to the recipient in perpetuity or for a
 331 314 modified object code on the User Product (for example, the work has
 332 315 been installed in ROM).
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 337 320 the User Product in which it has been modified or installed. Access to a
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to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

- 1. Source Code.

+ 1. Source Code.

- The "source code" for a work means the preferred form of the work
+ The "source code" for a work means the preferred form of the work for making modifications to it. "Object code" means any non-source form of a work.

- A "Standard Interface" means an interface that either is an official
+ A "Standard Interface" means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

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- The "Corresponding Source" for a work in object code form means all
+ The "Corresponding Source" for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's such as by intimate data communication or control flow between those subprograms and other parts of the work.

- The Corresponding Source need not include anything that users
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229 - ___ License will therefore apply, along with any applicable section 7

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235 - ___ d) If the work has interactive user interfaces, each must display

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237 - ___ interfaces that do not display Appropriate Legal Notices, your

238 - ___ work need not make them do so.

218 + d) If the work has interactive user interfaces, each must display

219 + Appropriate Legal Notices; however, if the Program has interactive

220 + interfaces that do not display Appropriate Legal Notices, your

221 + work need not make them do so.

239 222

240 - ___ A compilation of a covered work with other separate and independent

223 + A compilation of a covered work with other separate and independent

241 224 works, which are not by their nature extensions of the covered work,

242 225 and which are not combined with it such as to form a larger program,

243 226 in or on a volume of a storage or distribution medium, is called an

247 230 in an aggregate does not cause this License to apply to the other

248 231 parts of the aggregate.

249 232

250 - ___ 6. Conveying Non-Source Forms.

233 + 6. Conveying Non-Source Forms.

251 234

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235 + You may convey a covered work in object code form under the terms

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254 237 machine-readable Corresponding Source under the terms of this License,

255 238 in one of these ways:

256 239

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259 - ___ Corresponding Source fixed on a durable physical medium

260 - ___ customarily used for software interchange.

261 -

262 - ___ b) Convey the object code in, or embodied in, a physical product

263 - ___ (including a physical distribution medium), accompanied by a

264 - ___ written offer, valid for at least three years and valid for as

265 - ___ long as you offer spare parts or customer support for that product

266 - ___ model, to give anyone who possesses the object code either (1) a

267 - ___ copy of the Corresponding Source for all the software in the

268 - ___ product that is covered by this License, on a durable physical

269 - ___ medium customarily used for software interchange, for a price no

270 - ___ more than your reasonable cost of physically performing this

271 - ___ conveying of source, or (2) access to copy the

272 - ___ Corresponding Source from a network server at no charge.

273 -

274 - ___ c) Convey individual copies of the object code with a copy of the

275 - ___ written offer to provide the Corresponding Source. This

276 - ___ alternative is allowed only occasionally and noncommercially, and

277 - ___ only if you received the object code with such an offer, in accord

- with subsection 6b.
-
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-
- e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.
-
- A separable portion of the object code, whose source code is excluded
 - + a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.
 - + b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.
 - + c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accordance with subsection 6b.
 - + d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.
 - + e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.
 - + A separable portion of the object code, whose source code is excluded

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116 99
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118 101
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 102 + The "source code" for a work means the preferred form of the work
 120 103 for making modifications to it. "Object code" means any non-source
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 106 + A "Standard Interface" means an interface that either is an official
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649 - <one line to give the program's name and a brief idea of what it does.>
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650 + If your software can interact with users remotely through a computer
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▼ 486 enterprise/metrics/LICENSE.txt

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... @@ -1,51 +1,35 @@
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223 + A compilation of a covered work with other separate and independent

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250 - 6. Conveying Non-Source Forms.

233 + 6. Conveying Non-Source Forms.

251 234

252 - You may convey a covered work in object code form under the terms

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256 239

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261 -

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-
- A separable portion of the object code, whose source code is excluded
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 274 + available for as long as needed to satisfy these requirements.
 275 +
 276 + e) Convey the object code using peer-to-peer transmission, provided
 277 + you inform other peers where the object code and Corresponding
 278 + Source of the work are being offered to the general public at no
 279 + charge under subsection 6d.
 280 +
 281 + A separable portion of the object code, whose source code is excluded
 282 from the Corresponding Source as a System Library, need not be
 283 included in conveying the object code work.
 284
 285 - A "User Product" is either (1) a "consumer product", which means any
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 297 the only significant mode of use of the product.
 298
 299 - "Installation Information" for a User Product means any methods,
 300 + "Installation Information" for a User Product means any methods,
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 302 and execute modified versions of a covered work in that User Product from
 303 a modified version of its Corresponding Source. The information must
 304 suffice to ensure that the continued functioning of the modified object
 305 code is in no case prevented or interfered with solely because
 306 modification has been made.
 307
 308 - If you convey an object code work under this section in, or with, or
 309 + If you convey an object code work under this section in, or with, or
 310 specifically for use in, a User Product, and the conveying occurs as
 311 part of a transaction in which the right of possession and use of the
 312 User Product is transferred to the recipient in perpetuity or for a
 313 modified object code on the User Product (for example, the work has
 314 been installed in ROM).
 315
 316 - The requirement to provide Installation Information does not include a
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 609 - 17. Interpretation of Sections 15 and 16.
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 627 + If you develop a new program, and you want it to be of the greatest
 628 possible use to the public, the best way to achieve this is to make it
 629 free software which everyone can redistribute and change under these terms.

643 626

644 - To do so, attach the following notices to the program. It is safest

627 + To do so, attach the following notices to the program. It is safest

645 628 to attach them to the start of each source file to most effectively

646 629 state the exclusion of warranty; and each file should have at least

647 630 the "copyright" line and a pointer to where the full notice is found.

648 631

649 - <one line to give the program's name and a brief idea of what it does.>

650 - Copyright (C) <year> <name of author>

632 + <one line to give the program's name and a brief idea of what it does.>

633 + Copyright (C) <year> <name of author>

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664 647

665 648 Also add information on how to contact you by electronic and paper mail.

666 649

667 - If your software can interact with users remotely through a computer

650 + If your software can interact with users remotely through a computer

668 651 network, you should also make sure that it provides a way for users to

669 652 get its source. For example, if your program is a web application, its

670 653 interface could display a "Source" link that leads users to an archive

671 654 of the code. There are many ways you could offer source, and different

672 655 solutions will be better for different programs; see section 13 for the

673 656 specific requirements.

674 657

675 - You should also get your employer (if you work as a programmer) or school,

658 + You should also get your employer (if you work as a programmer) or school,

676 659 if any, to sign a "copyright disclaimer" for the program, if necessary.

677 660 For more information on this, and how to apply and follow the GNU AGPL, see

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▼ 486 enterprise/neo4j-harness-enterprise/LICENSE.txt

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77 + A "covered work" means either the unmodified Program or a work based
 78 on the Program.
 79

80 - To "propagate" a work means to do anything with it that, without
 81 + To "propagate" a work means to do anything with it that, without
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 88 + To "convey" a work means any kind of propagation that enables other
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91 - An interactive user interface displays "Appropriate Legal Notices"
 92 + An interactive user interface displays "Appropriate Legal Notices"
 93 to the extent that it includes a convenient and prominently visible
 94 feature that (1) displays an appropriate copyright notice, and (2)
 95 tells the user that there is no warranty for the work (except to the
 96 the interface presents a list of user commands or options, such as a
 97 menu, a prominent item in the list meets this criterion.

98 - 1. Source Code.
 99 + 1. Source Code.

100 - The "source code" for a work means the preferred form of the work
 101 + The "source code" for a work means the preferred form of the work
 102 for making modifications to it. "Object code" means any non-source
 103 form of a work.

104 - A "Standard Interface" means an interface that either is an official
 105 + A "Standard Interface" means an interface that either is an official
 106 standard defined by a recognized standards body, or, in the case of
 107 interfaces specified for a particular programming language, one that
 108 is widely used among developers working in that language.

109 - The "System Libraries" of an executable work include anything, other
 110 + The "System Libraries" of an executable work include anything, other
 111 than the work as a whole, that (a) is included in the normal form of
 112 packaging a Major Component, but which is not part of that Major
 113 Component, and (b) serves only to enable use of the work with that
 114 (if any) on which the executable work runs, or a compiler used to
 115 produce the work, or an object code interpreter used to run it.

116 - The "Corresponding Source" for a work in object code form means all
 117 + The "Corresponding Source" for a work in object code form means all
 118 the source code needed to generate, install, and (for an executable
 119 work) run the object code and to modify the work, including scripts to
 120 control those activities. However, it does not include the work's
 121 such as by intimate data communication or control flow between those
 122 subprograms and other parts of the work.

123 - The Corresponding Source need not include anything that users
 124 + The Corresponding Source need not include anything that users
 125 can regenerate automatically from other parts of the Corresponding
 126 Source.

127 - The Corresponding Source for a work in source code form is that
 128 + The Corresponding Source for a work in source code form is that
 129 same work.

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+ 4. Conveying Verbatim Copies.

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+ 5. Conveying Modified Source Versions.

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produce it from the Program, in the form of source code under the
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- it, and giving a relevant date.
+ a) The work must carry prominent notices stating that you modified
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- work need not make them do so.
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+ 6. Conveying Non-Source Forms.

- You may convey a covered work in object code form under the terms
+ You may convey a covered work in object code form under the terms
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- (including a physical distribution medium), accompanied by the
- Corresponding Source fixed on a durable physical medium

- customarily used for software interchange.
-
- b) Convey the object code in, or embodied in, a physical product
- (including a physical distribution medium), accompanied by a
- written offer, valid for at least three years and valid for as
- long as you offer spare parts or customer support for that product
- model, to give anyone who possesses the object code either (1) a
- copy of the Corresponding Source for all the software in the
- product that is covered by this License, on a durable physical
- medium customarily used for software interchange, for a price no
- more than your reasonable cost of physically performing this
- conveying of source, or (2) access to copy the
- Corresponding Source from a network server at no charge.
-
- c) Convey individual copies of the object code with a copy of the
- written offer to provide the Corresponding Source. This
- alternative is allowed only occasionally and noncommercially, and
- only if you received the object code with such an offer, in accord
- with subsection 6b.
-
- d) Convey the object code by offering access from a designated
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- Corresponding Source in the same way through the same place at no
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- copy the object code is a network server, the Corresponding Source
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- clear directions next to the object code saying where to find the
- Corresponding Source. Regardless of what server hosts the
- Corresponding Source, you remain obligated to ensure that it is
- available for as long as needed to satisfy these requirements.
-
- e) Convey the object code using peer-to-peer transmission, provided
- you inform other peers where the object code and Corresponding
- Source of the work are being offered to the general public at no
- charge under subsection 6d.
-
- A separable portion of the object code, whose source code is excluded
- + a) Convey the object code in, or embodied in, a physical product
- + (including a physical distribution medium), accompanied by the
- + Corresponding Source fixed on a durable physical medium
- + customarily used for software interchange.
- +
- + b) Convey the object code in, or embodied in, a physical product
- + (including a physical distribution medium), accompanied by a
- + written offer, valid for at least three years and valid for as
- + long as you offer spare parts or customer support for that product
- + model, to give anyone who possesses the object code either (1) a
- + copy of the Corresponding Source for all the software in the
- + product that is covered by this License, on a durable physical
- + medium customarily used for software interchange, for a price no
- + more than your reasonable cost of physically performing this
- + conveying of source, or (2) access to copy the
- + Corresponding Source from a network server at no charge.
- +
- + c) Convey individual copies of the object code with a copy of the
- + written offer to provide the Corresponding Source. This
- + alternative is allowed only occasionally and noncommercially, and
- + only if you received the object code with such an offer, in accord
- + with subsection 6b.
- +
- + d) Convey the object code by offering access from a designated

264 + place (gratis or for a charge), and offer equivalent access to the
 265 + Corresponding Source in the same way through the same place at no
 266 + further charge. You need not require recipients to copy the
 267 + Corresponding Source along with the object code. If the place to
 268 + copy the object code is a network server, the Corresponding Source
 269 + may be on a different server (operated by you or a third party)
 270 + that supports equivalent copying facilities, provided you maintain
 271 + clear directions next to the object code saying where to find the
 272 + Corresponding Source. Regardless of what server hosts the
 273 + Corresponding Source, you remain obligated to ensure that it is
 274 + available for as long as needed to satisfy these requirements.
 275 +
 276 + e) Convey the object code using peer-to-peer transmission, provided
 277 + you inform other peers where the object code and Corresponding
 278 + Source of the work are being offered to the general public at no
 279 + charge under subsection 6d.
 280 +
 281 + A separable portion of the object code, whose source code is excluded
 282 from the Corresponding Source as a System Library, need not be
 283 included in conveying the object code work.
 284
 285 - A "User Product" is either (1) a "consumer product", which means any
 286 + A "User Product" is either (1) a "consumer product", which means any
 287 tangible personal property which is normally used for personal, family,
 288 or household purposes, or (2) anything designed or sold for incorporation
 289 into a dwelling. In determining whether a product is a consumer product,
 290 commercial, industrial or non-consumer uses, unless such uses represent
 291 the only significant mode of use of the product.
 292
 293 - "Installation Information" for a User Product means any methods,
 294 + "Installation Information" for a User Product means any methods,
 295 procedures, authorization keys, or other information required to install
 296 and execute modified versions of a covered work in that User Product from
 297 a modified version of its Corresponding Source. The information must
 298 suffice to ensure that the continued functioning of the modified object
 299 code is in no case prevented or interfered with solely because
 300 modification has been made.
 301
 302 - If you convey an object code work under this section in, or with, or
 303 + If you convey an object code work under this section in, or with, or
 304 specifically for use in, a User Product, and the conveying occurs as
 305 part of a transaction in which the right of possession and use of the
 306 User Product is transferred to the recipient in perpetuity or for a
 307 modified object code on the User Product (for example, the work has
 308 been installed in ROM).
 309
 310 - The requirement to provide Installation Information does not include a
 311 + The requirement to provide Installation Information does not include a
 312 requirement to continue to provide support service, warranty, or updates
 313 for a work that has been modified or installed by the recipient, or for
 314 the User Product in which it has been modified or installed. Access to a
 315 network may be denied when the modification itself materially and
 316 adversely affects the operation of the network or violates the rules and
 317 protocols for communication across the network.
 318
 319 - Corresponding Source conveyed, and Installation Information provided,
 320 + Corresponding Source conveyed, and Installation Information provided,
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 259 - ___ Corresponding Source fixed on a durable physical medium
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262 - ___ b) Convey the object code in, or embodied in, a physical product
 263 - ___ (including a physical distribution medium), accompanied by a
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 265 - ___ long as you offer spare parts or customer support for that product
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 271 - ___ conveying of source, or (2) access to copy the
 272 - ___ Corresponding Source from a network server at no charge.

273 -

274 - ___ c) Convey individual copies of the object code with a copy of the
 275 - ___ written offer to provide the Corresponding Source. This
 276 - ___ alternative is allowed only occasionally and noncommercially, and
 277 - ___ only if you received the object code with such an offer, in accord
 278 - ___ with subsection 6b.

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280 - ___ d) Convey the object code by offering access from a designated
 281 - ___ place (gratis or for a charge), and offer equivalent access to the
 282 - ___ Corresponding Source in the same way through the same place at no
 283 - ___ further charge. You need not require recipients to copy the
 284 - ___ Corresponding Source along with the object code. If the place to
 285 - ___ copy the object code is a network server, the Corresponding Source
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 earlier work or a work "based on" the earlier work.

- A "covered work" means either the unmodified Program or a work based
 + A "covered work" means either the unmodified Program or a work based
 on the Program.

- To "propagate" a work means to do anything with it that, without
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 a computer network, with no transfer of a copy, is not conveying.

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 + An interactive user interface displays "Appropriate Legal Notices"
 to the extent that it includes a convenient and prominently visible
 feature that (1) displays an appropriate copyright notice, and (2)
 tells the user that there is no warranty for the work (except to the
 the interface presents a list of user commands or options, such as a
 menu, a prominent item in the list meets this criterion.

- 1. Source Code.
 + 1. Source Code.

- The "source code" for a work means the preferred form of the work
 + The "source code" for a work means the preferred form of the work
 for making modifications to it. "Object code" means any non-source
 form of a work.

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 + A "Standard Interface" means an interface that either is an official
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 interfaces specified for a particular programming language, one that
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 + The "System Libraries" of an executable work include anything, other
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 packaging a Major Component, but which is not part of that Major
 Component, and (b) serves only to enable use of the work with that
 (if any) on which the executable work runs, or a compiler used to
 produce the work, or an object code interpreter used to run it.

- The "Corresponding Source" for a work in object code form means all
 + The "Corresponding Source" for a work in object code form means all
 the source code needed to generate, install, and (for an executable
 work) run the object code and to modify the work, including scripts to
 control those activities. However, it does not include the work's
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- + 5. Conveying Modified Source Versions.

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- it, and giving a relevant date.

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- + 6. Conveying Non-Source Forms.

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 236 machine-readable Corresponding Source under the terms of this License,
 237 in one of these ways:
 238
 239
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 258 - (including a physical distribution medium), accompanied by the
 259 - Corresponding Source fixed on a durable physical medium
 260 - customarily used for software interchange.
 261 -
 262 - b) Convey the object code in, or embodied in, a physical product
 263 - (including a physical distribution medium), accompanied by a
 264 - written offer, valid for at least three years and valid for as
 265 - long as you offer spare parts or customer support for that product
 266 - model, to give anyone who possesses the object code either (1) a
 267 - copy of the Corresponding Source for all the software in the
 268 - product that is covered by this License, on a durable physical
 269 - medium customarily used for software interchange, for a price no
 270 - more than your reasonable cost of physically performing this
 271 - conveying of source, or (2) access to copy the
 272 - Corresponding Source from a network server at no charge.
 273 -
 274 - c) Convey individual copies of the object code with a copy of the
 275 - written offer to provide the Corresponding Source. This
 276 - alternative is allowed only occasionally and noncommercially, and
 277 - only if you received the object code with such an offer, in accord
 278 - with subsection 6b.
 279 -
 280 - d) Convey the object code by offering access from a designated
 281 - place (gratis or for a charge), and offer equivalent access to the
 282 - Corresponding Source in the same way through the same place at no
 283 - further charge. You need not require recipients to copy the
 284 - Corresponding Source along with the object code. If the place to
 285 - copy the object code is a network server, the Corresponding Source
 286 - may be on a different server (operated by you or a third party)
 287 - that supports equivalent copying facilities, provided you maintain
 288 - clear directions next to the object code saying where to find the
 289 - Corresponding Source. Regardless of what server hosts the
 290 - Corresponding Source, you remain obligated to ensure that it is
 291 - available for as long as needed to satisfy these requirements.
 292 -
 293 - e) Convey the object code using peer-to-peer transmission, provided
 294 - you inform other peers where the object code and Corresponding
 295 - Source of the work are being offered to the general public at no
 296 - charge under subsection 6d.
 297 -
 298 - A separable portion of the object code, whose source code is excluded
 240 + a) Convey the object code in, or embodied in, a physical product
 241 + (including a physical distribution medium), accompanied by the
 242 + Corresponding Source fixed on a durable physical medium
 243 + customarily used for software interchange.
 244 +
 245 + b) Convey the object code in, or embodied in, a physical product
 246 + (including a physical distribution medium), accompanied by a
 247 + written offer, valid for at least three years and valid for as
 248 + long as you offer spare parts or customer support for that product
 249 + model, to give anyone who possesses the object code either (1) a
 250 + copy of the Corresponding Source for all the software in the
 251 + product that is covered by this License, on a durable physical
 252 + medium customarily used for software interchange, for a price no
 253 + more than your reasonable cost of physically performing this
 254 + conveying of source, or (2) access to copy the

255 + Corresponding Source from a network server at no charge.
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 257 + c) Convey individual copies of the object code with a copy of the
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 261 + with subsection 6b.
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 263 + d) Convey the object code by offering access from a designated
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 265 + Corresponding Source in the same way through the same place at no
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 267 + Corresponding Source along with the object code. If the place to
 268 + copy the object code is a network server, the Corresponding Source
 269 + may be on a different server (operated by you or a third party)
 270 + that supports equivalent copying facilities, provided you maintain
 271 + clear directions next to the object code saying where to find the
 272 + Corresponding Source. Regardless of what server hosts the
 273 + Corresponding Source, you remain obligated to ensure that it is
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 276 + e) Convey the object code using peer-to-peer transmission, provided
 277 + you inform other peers where the object code and Corresponding
 278 + Source of the work are being offered to the general public at no
 279 + charge under subsection 6d.
 280 +
 281 + A separable portion of the object code, whose source code is excluded
 282 from the Corresponding Source as a System Library, need not be
 283 included in conveying the object code work.
 284
 302 - A "User Product" is either (1) a "consumer product", which means any
 285 + A "User Product" is either (1) a "consumer product", which means any
 303 286 tangible personal property which is normally used for personal, family,
 304 287 or household purposes, or (2) anything designed or sold for incorporation
 305 288 into a dwelling. In determining whether a product is a consumer product,
 312 295 commercial, industrial or non-consumer uses, unless such uses represent
 313 296 the only significant mode of use of the product.
 314 297
 315 - "Installation Information" for a User Product means any methods,
 298 + "Installation Information" for a User Product means any methods,
 316 299 procedures, authorization keys, or other information required to install
 317 300 and execute modified versions of a covered work in that User Product from
 318 301 a modified version of its Corresponding Source. The information must
 319 302 suffice to ensure that the continued functioning of the modified object
 320 303 code is in no case prevented or interfered with solely because
 321 304 modification has been made.
 322 305
 323 - If you convey an object code work under this section in, or with, or
 306 + If you convey an object code work under this section in, or with, or
 324 307 specifically for use in, a User Product, and the conveying occurs as
 325 308 part of a transaction in which the right of possession and use of the
 326 309 User Product is transferred to the recipient in perpetuity or for a
 331 314 modified object code on the User Product (for example, the work has
 332 315 been installed in ROM).
 333 316
 334 - The requirement to provide Installation Information does not include a
 317 + The requirement to provide Installation Information does not include a
 335 318 requirement to continue to provide support service, warranty, or updates
 336 319 for a work that has been modified or installed by the recipient, or for
 337 320 the User Product in which it has been modified or installed. Access to a
 338 321 network may be denied when the modification itself materially and
 339 322 adversely affects the operation of the network or violates the rules and
 340 323 protocols for communication across the network.

341 324

342 - Corresponding Source conveyed, and Installation Information provided,

325 + Corresponding Source conveyed, and Installation Information provided,

343 326 in accord with this section must be in a format that is publicly

344 327 documented (and with an implementation available to the public in

345 328 source code form), and must require no special password or key for

346 329 unpacking, reading or copying.

347 330

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- 17. Interpretation of Sections 15 and 16.

+ 17. Interpretation of Sections 15 and 16.

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reviewing courts shall apply local law that most closely approximates

an absolute waiver of all civil liability in connection with the

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- How to Apply These Terms to Your New Programs

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- If you develop a new program, and you want it to be of the greatest

+ If you develop a new program, and you want it to be of the greatest

possible use to the public, the best way to achieve this is to make it

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+ To do so, attach the following notices to the program. It is safest

to attach them to the start of each source file to most effectively

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+ A "covered work" means either the unmodified Program or a work based on the Program.

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- An interactive user interface displays "Appropriate Legal Notices"

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to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

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+ 1. Source Code.

- The "source code" for a work means the preferred form of the work

+ The "source code" for a work means the preferred form of the work for making modifications to it. "Object code" means any non-source form of a work.

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+ The "System Libraries" of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

- The "Corresponding Source" for a work in object code form means all

+ The "Corresponding Source" for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's such as by intimate data communication or control flow between those subprograms and other parts of the work.

- The Corresponding Source need not include anything that users

+ The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source.

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 + 5. Conveying Modified Source Versions.

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 + You may convey a work based on the Program, or the modifications to
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 + a) The work must carry prominent notices stating that you modified
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 + b) The work must carry prominent notices stating that it is
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235 - ___ d) If the work has interactive user interfaces, each must display

236 - ___ Appropriate Legal Notices; however, if the Program has interactive

237 - ___ interfaces that do not display Appropriate Legal Notices, your

238 - ___ work need not make them do so.

218 + d) If the work has interactive user interfaces, each must display

219 + Appropriate Legal Notices; however, if the Program has interactive

220 + interfaces that do not display Appropriate Legal Notices, your

221 + work need not make them do so.

239 222

240 - ___ A compilation of a covered work with other separate and independent

223 + A compilation of a covered work with other separate and independent

241 224 works, which are not by their nature extensions of the covered work,

242 225 and which are not combined with it such as to form a larger program,

243 226 in or on a volume of a storage or distribution medium, is called an

247 230 in an aggregate does not cause this License to apply to the other

248 231 parts of the aggregate.

249 232

250 - ___ 6. Conveying Non-Source Forms.

233 + 6. Conveying Non-Source Forms.

251 234

252 - ___ You may convey a covered work in object code form under the terms

235 + You may convey a covered work in object code form under the terms

253 236 of sections 4 and 5, provided that you also convey the

254 237 machine-readable Corresponding Source under the terms of this License,

255 238 in one of these ways:

256 239

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258 - ___ (including a physical distribution medium), accompanied by the

259 - ___ Corresponding Source fixed on a durable physical medium

260 - ___ customarily used for software interchange.

261 -

262 - ___ b) Convey the object code in, or embodied in, a physical product

263 - ___ (including a physical distribution medium), accompanied by a

264 - ___ written offer, valid for at least three years and valid for as

265 - ___ long as you offer spare parts or customer support for that product

266 - ___ model, to give anyone who possesses the object code either (1) a

267 - ___ copy of the Corresponding Source for all the software in the

268 - ___ product that is covered by this License, on a durable physical

269 - ___ medium customarily used for software interchange, for a price no

270 - ___ more than your reasonable cost of physically performing this

271 - ___ conveying of source, or (2) access to copy the

272 - ___ Corresponding Source from a network server at no charge.

273 -

274 - ___ c) Convey individual copies of the object code with a copy of the

275 - ___ written offer to provide the Corresponding Source. This

276 - ___ alternative is allowed only occasionally and noncommercially, and

277 - ___ only if you received the object code with such an offer, in accord

- with subsection 6b.
-
- d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.
-
- e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.
-
- A separable portion of the object code, whose source code is excluded
 - + a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.
 - + b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.
 - + c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accordance with subsection 6b.
 - + d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.
 - + e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.
 - + A separable portion of the object code, whose source code is excluded

from the Corresponding Source as a System Library, need not be included in conveying the object code work.

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+ A "User Product" is either (1) a "consumer product", which means any
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242 225 and which are not combined with it such as to form a larger program,

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248 231 parts of the aggregate.

249 232

250 - 6. Conveying Non-Source Forms.

233 + 6. Conveying Non-Source Forms.

251 234

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235 + You may convey a covered work in object code form under the terms

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255 238 in one of these ways:

256 239

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258 - (including a physical distribution medium), accompanied by the

259 - Corresponding Source fixed on a durable physical medium

260 - customarily used for software interchange.

261 -

262 - b) Convey the object code in, or embodied in, a physical product

263 - (including a physical distribution medium), accompanied by a

264 - written offer, valid for at least three years and valid for as

265 - long as you offer spare parts or customer support for that product

266 - model, to give anyone who possesses the object code either (1) a

267 - copy of the Corresponding Source for all the software in the

268 - product that is covered by this License, on a durable physical

- medium customarily used for software interchange, for a price no
- more than your reasonable cost of physically performing this
- conveying of source, or (2) access to copy the
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-
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- alternative is allowed only occasionally and noncommercially, and
- only if you received the object code with such an offer, in accord
- with subsection 6b.
-
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- Corresponding Source, you remain obligated to ensure that it is
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-
- e) Convey the object code using peer-to-peer transmission, provided
- you inform other peers where the object code and Corresponding
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- charge under subsection 6d.
-
- A separable portion of the object code, whose source code is excluded
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- +
- + b) Convey the object code in, or embodied in, a physical product
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- + written offer, valid for at least three years and valid for as
- + long as you offer spare parts or customer support for that product
- + model, to give anyone who possesses the object code either (1) a
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- + medium customarily used for software interchange, for a price no
- + more than your reasonable cost of physically performing this
- + conveying of source, or (2) access to copy the
- + Corresponding Source from a network server at no charge.
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- + c) Convey individual copies of the object code with a copy of the
- + written offer to provide the Corresponding Source. This
- + alternative is allowed only occasionally and noncommercially, and
- + only if you received the object code with such an offer, in accord
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273 + Corresponding Source, you remain obligated to ensure that it is
 274 + available for as long as needed to satisfy these requirements.
 275 +
 276 + e) Convey the object code using peer-to-peer transmission, provided
 277 + you inform other peers where the object code and Corresponding
 278 + Source of the work are being offered to the general public at no
 279 + charge under subsection 6d.
 280 +
 281 + A separable portion of the object code, whose source code is excluded
 282 from the Corresponding Source as a System Library, need not be
 283 included in conveying the object code work.
 284
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 286 + A "User Product" is either (1) a "consumer product", which means any
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 295 into a dwelling. In determining whether a product is a consumer product,
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 297 the only significant mode of use of the product.
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 299 - "Installation Information" for a User Product means any methods,
 300 + "Installation Information" for a User Product means any methods,
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 303 a modified version of its Corresponding Source. The information must
 304 suffice to ensure that the continued functioning of the modified object
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 313 modified object code on the User Product (for example, the work has
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256 - Corresponding Source from a network server at no charge.

257 -

258 - c) Convey individual copies of the object code with a copy of the

259 - written offer to provide the Corresponding Source. This

260 - alternative is allowed only occasionally and noncommercially, and

261 - only if you received the object code with such an offer, in accord

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263 -

264 - d) Convey the object code by offering access from a designated

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277 - e) Convey the object code using peer-to-peer transmission, provided

278 - you inform other peers where the object code and Corresponding

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282 - A separable portion of the object code, whose source code is excluded

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 + alternative is allowed only occasionally and noncommercially, and
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 + d) Convey the object code by offering access from a designated
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- + Corresponding Source along with the object code. If the place to
- + copy the object code is a network server, the Corresponding Source
- + may be on a different server (operated by you or a third party)
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- + clear directions next to the object code saying where to find the
- + Corresponding Source. Regardless of what server hosts the
- + Corresponding Source, you remain obligated to ensure that it is
- + available for as long as needed to satisfy these requirements.
- +
- + e) Convey the object code using peer-to-peer transmission, provided
- + you inform other peers where the object code and Corresponding
- + Source of the work are being offered to the general public at no
- + charge under subsection 6d.
- +
- + A separable portion of the object code, whose source code is excluded
- from the Corresponding Source as a System Library, need not be
- included in conveying the object code work.

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 189 non-permissive terms added in accord with section 7 apply to the code;
 190 keep intact all notices of the absence of any warranty; and give all
 191 recipients a copy of this License along with the Program.
 192

193 + You may charge any price or no price for each copy that you convey,
 194 and you may offer support or warranty protection for a fee.
 195

196 + 5. Conveying Modified Source Versions.
 197

198 + You may convey a work based on the Program, or the modifications to
 199 produce it from the Program, in the form of source code under the
 200 terms of section 4, provided that you also meet all of these conditions:
 201

202 + a) The work must carry prominent notices stating that you modified
 203 it, and giving a relevant date.
 204

205 + b) The work must carry prominent notices stating that it is
 206 released under this License and any conditions added under section
 207 7. This requirement modifies the requirement in section 4 to
 208 + "keep intact all notices".
 209

210 + c) You must license the entire work, as a whole, under this
 211 License to anyone who comes into possession of a copy. This
 212 License will therefore apply, along with any applicable section 7
 213 additional terms, to the whole of the work, and all its parts,
 214 regardless of how they are packaged. This License gives no
 215 permission to license the work in any other way, but it does not
 216 invalidate such permission if you have separately received it.
 217

218 + d) If the work has interactive user interfaces, each must display
 219 Appropriate Legal Notices; however, if the Program has interactive
 220 interfaces that do not display Appropriate Legal Notices, your
 221 work need not make them do so.
 222

223 + A compilation of a covered work with other separate and independent
 224 works, which are not by their nature extensions of the covered work,
 225 and which are not combined with it such as to form a larger program,
 226 in or on a volume of a storage or distribution medium, is called an

in an aggregate does not cause this License to apply to the other parts of the aggregate.

- 6. Conveying Non-Source Forms.

+ 6. Conveying Non-Source Forms.

- You may convey a covered work in object code form under the terms

+ You may convey a covered work in object code form under the terms

of sections 4 and 5, provided that you also convey the

machine-readable Corresponding Source under the terms of this License,

in one of these ways:

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- (including a physical distribution medium), accompanied by the

- Corresponding Source fixed on a durable physical medium

- customarily used for software interchange.

- b) Convey the object code in, or embodied in, a physical product

- (including a physical distribution medium), accompanied by a

- written offer, valid for at least three years and valid for as

- long as you offer spare parts or customer support for that product

- model, to give anyone who possesses the object code either (1) a

- copy of the Corresponding Source for all the software in the

- product that is covered by this License, on a durable physical

- medium customarily used for software interchange, for a price no

- more than your reasonable cost of physically performing this

- conveying of source, or (2) access to copy the

- Corresponding Source from a network server at no charge.

- c) Convey individual copies of the object code with a copy of the

- written offer to provide the Corresponding Source. This

- alternative is allowed only occasionally and noncommercially, and

- only if you received the object code with such an offer, in accord

- with subsection 6b.

- d) Convey the object code by offering access from a designated

- place (gratis or for a charge), and offer equivalent access to the

- Corresponding Source in the same way through the same place at no

- further charge. You need not require recipients to copy the

- Corresponding Source along with the object code. If the place to

- copy the object code is a network server, the Corresponding Source

- may be on a different server (operated by you or a third party)

- that supports equivalent copying facilities, provided you maintain

- clear directions next to the object code saying where to find the

- Corresponding Source. Regardless of what server hosts the

- Corresponding Source, you remain obligated to ensure that it is

- available for as long as needed to satisfy these requirements.

- e) Convey the object code using peer-to-peer transmission, provided

- you inform other peers where the object code and Corresponding

- Source of the work are being offered to the general public at no

- charge under subsection 6d.

- A separable portion of the object code, whose source code is excluded

+ a) Convey the object code in, or embodied in, a physical product

+ (including a physical distribution medium), accompanied by the

+ Corresponding Source fixed on a durable physical medium

+ customarily used for software interchange.

+

+ b) Convey the object code in, or embodied in, a physical product

+ (including a physical distribution medium), accompanied by a

+ written offer, valid for at least three years and valid for as

+ long as you offer spare parts or customer support for that product

249 + model, to give anyone who possesses the object code either (1) a
 250 + copy of the Corresponding Source for all the software in the
 251 + product that is covered by this License, on a durable physical
 252 + medium customarily used for software interchange, for a price no
 253 + more than your reasonable cost of physically performing this
 254 + conveying of source, or (2) access to copy the
 255 + Corresponding Source from a network server at no charge.
 256 +
 257 + c) Convey individual copies of the object code with a copy of the
 258 + written offer to provide the Corresponding Source. This
 259 + alternative is allowed only occasionally and noncommercially, and
 260 + only if you received the object code with such an offer, in accord
 261 + with subsection 6b.
 262 +
 263 + d) Convey the object code by offering access from a designated
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 274 + available for as long as needed to satisfy these requirements.
 275 +
 276 + e) Convey the object code using peer-to-peer transmission, provided
 277 + you inform other peers where the object code and Corresponding
 278 + Source of the work are being offered to the general public at no
 279 + charge under subsection 6d.
 280 +
 281 + A separable portion of the object code, whose source code is excluded
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 283 + included in conveying the object code work.
 284
 285 - A "User Product" is either (1) a "consumer product", which means any
 286 + A "User Product" is either (1) a "consumer product", which means any
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 288 + or household purposes, or (2) anything designed or sold for incorporation
 289 + into a dwelling. In determining whether a product is a consumer product,
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 291 + the only significant mode of use of the product.
 292
 293 - "Installation Information" for a User Product means any methods,
 294 + "Installation Information" for a User Product means any methods,
 295 + procedures, authorization keys, or other information required to install
 296 + and execute modified versions of a covered work in that User Product from
 297 + a modified version of its Corresponding Source. The information must
 298 + suffice to ensure that the continued functioning of the modified object
 299 + code is in no case prevented or interfered with solely because
 300 + modification has been made.
 301
 302 - If you convey an object code work under this section in, or with, or
 303 + If you convey an object code work under this section in, or with, or
 304 + specifically for use in, a User Product, and the conveying occurs as
 305 + part of a transaction in which the right of possession and use of the
 306 + User Product is transferred to the recipient in perpetuity or for a
 307 + modified object code on the User Product (for example, the work has
 308 + been installed in ROM).
 309
 310 - The requirement to provide Installation Information does not include a
 311 + The requirement to provide Installation Information does not include a

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Exhibit 37

neo4j / neo4j

Sign up

Code

Issues

Pull requests

Projects

Actions

Wiki

Security

Pulse

Why neo4j clustering is not part of open source? #12237

New issue

Open

kant111 opened this issue Jun 27, 2019 · 13 comments



kant111 commented Jun 27, 2019

Why neo4j clustering is not part of open source? A lot of databases like Cassandra, Hbase etc..all offer to clustering out of the box.

Without clustering, it is very hard to prove that neo4j would scale for any use case specific workloads.



kant111 added the **feature** label Jun 27, 2019



nicorikken commented Jun 27, 2019

Neo4j as a query engine and GUI is nice, but Neo4j as a database is quite immature compared to other products. And so they probably need an income to improve their database features like clustering. Pretty much a business decision I'd say.



kant111 commented Jun 27, 2019 • edited

@nicorikken what are the other graphdb products that are mature and opensource?



bradnussbaum commented Jun 27, 2019

@kant111 Neo4j Enterprise was closed source as of 3.5. Open source

development continues under The Graph Foundation.

Open source project with clustering here:

<https://github.com/graphfoundation/ongdb>

Download for distributions are here:

<https://www.graphfoundation.org/projects/ongdb/>



kant111 commented Jun 27, 2019

@bradnussbaum When you say open source you mean it's AGPL? is clustering AGPL?



bradnussbaum commented Jun 27, 2019

@kant111 Yes, it has same AGPLv3 license that it's had since 2008.



kant111 commented Jun 28, 2019

okies we treat AGPL as closed source and we stay away from it as far as possible. Thanks for your response.



bradnussbaum commented Jun 28, 2019 • edited

@kant111 completely agree that AGPLv3 is not the right license and any contributions by the Graph Foundation will be going in under Apache2. We cannot change the AGPL license on any code where we don't hold a copy-right. As the foundation projects move forward it will get more open from contributors, not less.



kant111 commented Jun 28, 2019

"We cannot change the AGPL license on any code where we don't hold a copy-right." I would think it would be better to write from scratch. Also ongdb has lot of references to neo4j including the binary names etc to the point where it confuses me if I am using neo4j or ongdb.

openCypher is great work! Love the language. not sure if I can say the same with neo4j.



VeryHardWorker commented Jul 1, 2019

@bradnussbaum I don't see graphfoundation named here [https://www.pacermirror.com/public/case/26298162/Neo4j,_Inc_v_PureTink,_LLC_et_al] but is graphfoundation affected?



nicorikken commented Jul 3, 2019 • edited

@nicorikken what are the other graphdb products that are mature and opensource?

@kant111 I don't know the whole space of graphdb products. I do know that database like MariaDB and PostgreSQL are much more mature in their operational features. Sure, that has been built up over time, but Neo4j is lacking here. I expect more. That's what I'm referring to. For example AgensGraph and JanusGraph stand on the shoulders of database giants, and I therefore assume they'll do a better job of features like scaling. To be fair, I haven't tried any of them, and Neo4j is still on top of most graphDB lists.

So I hope it's a matter of time until Neo4j will open up more features, but I think that'll take 1 or 2 years at least.



kant111 commented Jul 3, 2019

@nicorikken Thanks for the response! I am new to Neo4j and I like it. Any idea why all of a sudden Neo4j went closed source? and what is the point of going closed source now and opening up in the future? Answers to this will help us(our team) pick the right tech stack so please let me know



nicorikken commented Jul 3, 2019

@kant111 I don't know, but I assume it is a similar situation as other database projects like MongoDB and Redis. AWS started offering their project as a hosted service, not giving back improvements, and thereby stripping the project from a revenue-stream. Neo4j enterprise can be found in the AWS Marketplace, but in that case the revenue-stream flows

back to the Neo4j project.

This is also why I'm in favor of the AGPL licence: it prevents cloud providers keeping improvements for themselves and not giving back to the upstream project. And complying with AGPL in deployments is reasonable in most user contexts. This is better than the custom license Redis introduced, which doesn't even comply with the Open Source Initiative definition for Open Source software.



kant111 commented Jul 8, 2019 • edited

@nicorikken I am not sure if anyone in the community appreciates MongoDB's move! But I certainly think other projects were able to solve this problem better. A notable example would be <https://www.confluent.io/blog/license-changes-confluent-platform>

If the problem is about SaaS providers then the solution should be targeted towards that but not everyone else!

Now speaking of Neo4j I believe its a pretty good database. It just needs to offer Clustering and other features that can showcase scalability such that more people will be inclined to use it. And there is also a lot of competition in this space like Dgraph, Cayley, JanusGraph etc which are all Apache 2.0 License and claim they are 100X faster than Neo4j or whatever. This would make Neo4j a secondary choice over others which in my opinion shouldn't be the case because for FWIW, Neo4j 3,5 does a decent Job!

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Assignees

No one assigned

Labels

feature

Projects

None yet

Milestone

No milestone

Linked pull requests

Successfully merging a pull request may close this issue.

None yet

4 participants



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